



## **BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

Dear Prospective New Owner:

All prospective new owners are required by the association documents to complete an application and interview process prior to closing. You should plan to allow up to two business weeks for completion of the application process.

The following items are required:

- Completed Sales Application
- Copy of Sales Contract
- Completed Tenant Check Form
- 55+ & Receipt of Documents Form
- Photo ID
- \$150 Application Fee

An Instruction Sheet/Checklist Is Included Your Convenience.

When completed, the entire packet (originals with appropriate signatures) must be delivered or mailed to the following address to complete processing prior to closing:

**Ameri-Tech Community Management, Inc.  
24701 US Highway 19N, Suite 102  
Clearwater, FL 33763**

If you have any questions, please contact Ameri-Tech Community Management, Inc. at (727) 726-8000.

## **BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

### **APPLICATION PROCESS INSTRUCTION SHEET/CHECKLIST**

**1. Obtain Application Package and Confirm Contents:**

Informational Cover Letter  
Instruction Sheet/Checklist  
Two Page Application (Attach Copy of Sales Contract)  
Tenant Check Form  
55+ & Receipt of Documents Form  
Frequently Asked Questions & Answer Sheet  
Budget  
Restrictions

**2. Read and complete each form as indicated.**

**3. Return all forms along with a copy of your Sales Contract to:**

Ameri-Tech Community Management, Inc.  
24701 US Highway 19N, Suite 102  
Clearwater, FL 33763

**NOTE: An incomplete application or an application submitted without the proper paperwork or without a copy of the sales contract will not be processed until completed, which may delay your closing.**

**4. A Board Member will contact you to arrange for your interview/orientation upon receipt of your completed application packet.**

**5. After your interview, your approved application forms will be delivered to the Association Manager for further processing. The original approved documents will be provided to the appropriate party as indicated on the application form.**

**6. Once approval is completed, the Board of Directors will execute an Approval of Title Transfer. Ameri-Tech Community Management, Inc. will contact the Buyer (or Agent) with notification that the process is complete. The approved Title Transfer can be mailed to you or arrangements can be made for you or your Agent to pick up.**

**7. Take original signed and notarized Approval of Title Transfer to your closing.**

# BRIAR CREEK MOBILE HOME COMMUNITY II, INC.

## SALES APPLICATION

(To be completed by owner in accordance with Articles of Declaration of the Condominium)

**Please Print or Type**

Date \_\_\_\_\_

1. Block No. \_\_\_\_\_ Briar Creek Address \_\_\_\_\_

2. Name of Owner(s) \_\_\_\_\_

3. Current Address (if different) \_\_\_\_\_

4. Name of Purchaser \_\_\_\_\_

5. Purchaser Phone Number(s) \_\_\_\_\_

6. Present Address \_\_\_\_\_

7. Local Address (if different) \_\_\_\_\_

8. (a) Scheduled Date of Closing \_\_\_\_\_

(b) Schedule Date of Occupancy \_\_\_\_\_

(c) Will home be used primarily as a personal residence? \_\_\_\_\_

(d) If home will be used as leased or rental property explain intent \_\_\_\_\_

9. Number of persons who will occupy home \_\_\_\_\_

(All residents must be at least eighteen (18) years of age and one must be at least fifty-five (55) years of age)

10. Pets Check (✓) Yes \_\_\_ or No \_\_\_ If Yes, please explain \_\_\_\_\_

\*One (1) small domestic cat only in the **NON-PET SECTION** or

\*One (1) small domestic cat or one (1) dog that shall weigh twenty-five (25) lbs. or less **IN THE PET SECTION ONLY**

11. Bank References a) First Mortgagee (if none, so state) \_\_\_\_\_

b) Other \_\_\_\_\_

Business or a) \_\_\_\_\_

Personal b) \_\_\_\_\_

References c) \_\_\_\_\_

12. Seller further agrees to turn over to purchaser at closing copy of Documents, Restrictions and FOB.

13. Purchaser agrees to assume and be responsible for all financial obligations to the Briar Creek Mobile Home Community II, including but not limited to maintenance fees, assessments and late charges not satisfied by the seller at time of closing of this sale.
14. Seller warrants that all financial obligations to Briar Creek Mobile Home Community II, including but not limited to maintenance fees, assessments and late charges, have been paid in full or will be paid by the closing agent at the time of closing this sale.
15. Signature of Purchaser affirms that they have received, read and will abide by the Rules & Regulations of the Condominium Association. See attachment for a brief summary of frequently asked questions and answers.
16. Prior to approval, Purchaser must be interviewed by the Board of Directors.

_____ Signature of Seller(s)	_____ Signature of Purchaser(s)
_____ Signature of Seller(s)	_____ Signature of Purchaser(s)

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**FOR THE BOARD OF DIRECTORS:**

_____ Authorized Signature	Date: _____
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**IMPORTANT NOTICE:** An interview by a member of the Board of Directors is required. **A \$150.00 non-refundable application fee is required.** The Board of Directors cannot issue a letter of approval until application, background check, photo ID and interview is completed. Please allow sufficient time to complete the entire process.

DATE \_\_\_\_\_

CUSTOMER NUMBER \_\_\_\_\_

**BUYER/ TENANT INFORMATION FORM**

I / We \_\_\_\_\_, prospective  
 buyer(s) / tenant(s) for the property located at \_\_\_\_\_  
 Managed By: \_\_\_\_\_ Owned By: \_\_\_\_\_

Hereby allow TENANT CHECK LLC and or the property owner / manager to inquire into my /our credit file, criminal, and rental history as well as any other personal record, to obtain information for use in processing of this application. I / we understand that on my / our credit file it will appear the TENANT CHECK LLC has made an inquiry.

I / we cannot claim any invasion of privacy or any other claim that may arise against TENANT CHECK LLC now or in the future.

**PLEASE PRINT CLEARLY****FIRST BUYER/TENANT INFORMATION:****SECOND BUYER/TENANT INFORMATION:**

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

SINGLE \_\_\_\_\_ MARRIED \_\_\_\_\_

FULL NAME: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVER LICENSE #: \_\_\_\_\_

DRIVER LICENSE#: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

HOW LONG? \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

LANDLORD &amp; PHONE: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

HOW LONG? \_\_\_\_\_

HAVE YOU EVER BEEN ARRESTED?  
 (CIRCLE ONE) YES NO

HAVE YOU EVER BEEN ARRESTED?  
 (CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
 (CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?  
 (CIRCLE ONE) YES NO

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**TENANT CHECK HOURS OF OPERATION:**

MONDAY- FRIDAY: 9:00a.m. - 5:30p.m.

SATURDAY: 11:00 a.m. - 4:00p.m.

ALL ORDERS RECEIVED AFTER 3:00p.m. (2:00p.m. on Sat.)  
 WILL BE PROCESSED THE NEXT BUSINESS DAY

TENANT CHECK FAX#: (727) 942-6843

IF THE WRONG SOCIAL SECURITY NUMBER IS  
 SUBMITTED, A SECOND APPLICATION FEE WILL BE  
 CHARGED TO RE-PULL THE REPORT.

A CREDIT REPORTING SERVICE PROVIDING CREDIT REPORTS FOR  
 REALTORS/PROPERTY MANAGERS/APARTMENT COMPLEXES/  
 MOBILE HOME PARKS / CONDOMINIUM ASSOCIATIONS / EMPLOYERS



**BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

**55+ CERTIFICATION**

I hereby understand that Briar Creek II is a development intended and operated for occupancy by person 55 years of age or older and that at least one resident in each unit must be over the age of 55. I do hereby agree to have any future residents contact ProActive Property Management for an application. The future resident must complete an application, background check and interview before moving into the unit.

The undersigned also acknowledges that they have read and understand all of the Rules and Covenants as currently written and do hereby agree to follow and abide by them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Before me, personally appeared \_\_\_\_\_, to me well known, and known to be the individual described herein (or who has provided \_\_\_\_\_, as identification) and who took the oath and executed the foregoing instrument as representative of the above named

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET**

(In compliance with Chapter 718.111(12) (a) (14) and 718.504, F.S.)

As of: **January 1, 2025**

Q: What are my voting rights in the condominium Association?

**A: One vote per lot.**

Q: What restrictions exist on my right to use my unit?

**A: The unit may only be used for residential purposes. Refer to the Condominium Documents and Association Rules & Regulations.**

Q: What restrictions exist on the leasing of my unit?

**A: Prior written approval by the Board of Directors is required. There is a thirty (30) day minimum lease period and may not be rented for more than two (2) times per year. Refer to Condominium Documents and Rules and Regulations for further restrictions.**

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

**A: Assessments are due on the first of the month. For specific amount of assessments, please check with Management Company or Board of Directors prior to closing.**

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

**A: No.**

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

**A: No.**

Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

**A: No.**

By: \_\_\_\_\_

  
President

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**

# BRIAR CREEK MOBILE HOME COMMUNITY II, INC.

UNITS: 261

JANUARY 1, 2025 - DECEMBER 31, 2025 APPROVED BUDGET

ACCT	REVENUE	2024 APPROVED ANNUAL	2025 APPROVED ANNUAL	MONTHLY AMOUNT
4010	Unit Maintenance Fees	\$754,812	\$754,812	\$62,901
	Operating Account Interest	\$2,472	\$0	\$0
	<b>TOTAL REVENUE</b>	<b>\$757,284</b>	<b>\$754,812</b>	<b>\$62,901</b>
	<b>OPERATING EXPENSES</b>			
5010	Office Expense	\$6,600	\$6,600	\$550
5300	Insurance	\$40,608	\$40,608	\$3,384
5400	Lawn Service	\$85,632	\$92,340	\$7,695
5410	Landscape extras	\$12,996	\$8,404	\$700
5610	Division Fees	\$1,656	\$1,656	\$138
5800	Management Fee	\$18,792	\$20,400	\$1,700
5900	Legal & Professional	\$4,452	\$6,000	\$500
5950	Audit / Tax Preparation	\$3,504	\$3,504	\$292
6100	Building Maintenance	\$25,080	\$28,600	\$2,383
6120	Maintenance & Supplies	\$1,200	\$2,000	\$167
6180	Pond Maintenance	\$2,388	\$2,388	\$199
6200	Pool Contract	\$9,996	\$17,004	\$1,417
6220	Pool Equipment & Repairs	\$0	\$5,000	\$417
7000	Electricity	\$34,008	\$36,360	\$3,030
7001	Trash	\$104,184	\$112,740	\$9,395
7002	Water & Sewer	\$301,764	\$233,724	\$19,477
7007	Cable & Internet	\$732	\$14,100	\$1,175
	Telephone	\$996	\$0	\$0
	<b>TOTAL OPERATING EXPENSES</b>	<b>\$654,588</b>	<b>\$631,428</b>	<b>\$52,619</b>
	<b>RESERVES</b>			
9100	Reserves - Deferred Maintenance	\$106,536	\$123,384	\$10,282
	<b>TOTAL RESERVES</b>	<b>\$106,536</b>	<b>\$123,384</b>	<b>\$10,282</b>
	<b>TOTAL EXPENSES</b>	<b>\$761,124</b>	<b>\$754,812</b>	<b>\$62,901</b>
			\$0	

YOUR NEW 2025 MAINTENANCE FEE IS: **\$241**



**RESERVE ANALYSIS**  
**BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**  
**JANUARY 1, 2025 - DECEMBER 31, 2025**

<b>RESERVES</b>	<b>Current Replacement cost</b>	<b>Current Reserves 1/1/2025</b>	<b>Expected Life Yrs.</b>	<b>Remaining Life Yrs</b>	<b>Unreserved Amounts</b>	<b>2025 Fully Funded Annual Reserves</b>	<b>2025 Actual Budgeted Amount</b>
Reserves - Painting	\$8,000	\$0	7	1	\$8,000	\$8,000	
Reserves - Paving overlay	\$399,000	\$0	15	2	\$399,000	\$199,500	
Reserves - Roof	\$298,038	\$0	18	11	\$298,038	\$27,094	
Reserves - Pool	\$90,000	\$0	20	13	\$90,000	\$6,923	
Reserves - Pool Heater	\$11,000	\$0	8	1	\$11,000	\$11,000	
Reserves - Pool Surface	\$20,000	\$0	8	1	\$20,000	\$20,000	
Reserves - Kitchen Replacement	\$32,000	\$0	39	35	\$32,000	\$914	
Reserves - Air Conditioners	\$30,000	\$0	15	11	\$30,000	\$2,727	
Reserves - Sewer lines	\$300,000	\$98,851	40	2	\$201,149	\$100,575	
Reserves - Deferred Maintenance							\$123,384
<b>TOTALS</b>	<b>\$1,188,038</b>	<b>\$98,851</b>			<b>\$1,089,187</b>	<b>\$376,733</b>	<b>\$123,384</b>

**BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**  
**RESTRICTIONS**  
**Approved by Board, November 2021**

1. Briar Creek is a "55 and older community" under the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995. Eighty percent (80%) of the units shall have at least one (1) occupant who is at least fifty-five (55) years of age, and all occupants must be at least eighteen (18) years of age.

(A) Children under the age of eighteen (18) may be permitted to visit and temporarily reside in the community, provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period. The Board of Directors shall establish rules pertaining to the use of common facilities by guests under the age of eighteen (18) years.

(B) The following shall be prohibited in the common areas: baseballs and baseball bats, volley balls, basketballs, footballs, soccer balls, and any other balls used in sport, kiddie cars, roller skates, skateboards or Frisbees, or any other items that can cause a trip hazard to residents or damage to property.

2. "Vehicles" as used here refers to automobiles, trucks, SUVs, vans, motorcycles, and other motorized conveyances that may be used on state roads to transport persons or property.

(A) Vehicles, including golf carts, motorized scooters and similar conveyances, must be parked in spaces provided on your lot or as otherwise designated by the Board of Directors. Vehicles should not be parked on lawns; all wheels should be on the roadway pavement. Vehicles are not permitted to stand overnight in the street. Vehicles parked overnight in the street after notification may be subject to towing at the owner's expense.

(B) Motor homes, RVs, travel trailers, trailers, canoes, boats and boat trailers are not permitted to be parked or stored permanently in your driveway or on your lot. (See item 7, Recreational Vehicle Parking Area, below.) Motor homes, travel trailers, boats and similar conveyances may be temporarily parked overnight in the street or in your driveway while being actively loaded or unloaded for a trip, but only for a period not to exceed forty-eight (48) hours.

(C) The repairing of vehicles, motor homes, travel trailers, trailers, canoes, boats and boat trailers in the street, in your driveway, or on your lot is prohibited.

(D) No inoperable vehicles or vehicles without a current state license plate are permitted in the street, in your driveway, or on your lot at any time.

(E) The Board shall have the authority to require the use of parking decals, stickers or other reasonable means of identifying permitted motor vehicles of owners, tenants and guests and the Board shall be further authorized to regulate motor vehicle parking as necessary.

(F) Vehicles may be parked at the Clubhouse provided that a guest card is placed in the front window of the vehicle. Guest cards are available at the office. A contact phone number must be clearly visible on the card. The area to the east of the shuffleboard courts may be used by large vehicles, provided they are parked at least twenty (20) feet from the embankment.

(G) Motor homes and other recreational vehicles operated by persons residing out of Pinellas County, Florida, or those operated by unit owners immediately prior to a trip, may be parked temporarily in the Clubhouse parking lot, space permitting, for a period of time not to exceed seven (7) days. After that period, the motor home or other recreational vehicle must be moved to a storage facility if friends or family members are staying for a longer period of time.

(H) Motorcycles are not permitted in Briar Creek II MHC, whether on common elements or upon an owner's unit. However, a visitor or guest of an owner is permitted to bring a motorcycle into Briar Creek II MHC during the time of his or her visit and to park in the unit's driveway. The visitor's motorcycle must not be parked overnight in the street.

(I) Speed limits within the community are authorized by the Board of Directors and are designated by signs.

3. Owners shall keep their lots in a good, clean, healthy and attractive condition at all times. No owner shall make or cause any alteration to and on the lot, including, but not limited to, removal of any additions or improvements or fixtures from the lot, or do any act that will impair the soundness of the lot without first obtaining the prior written consent of the Board of Directors.

(A) Fences of any kind, including PVC, wood, metal, cinder block, cement, and hedges or other plantings are not permitted on individual lots or borders thereof, or where they would inhibit ingress or egress of lawn mowers. However, fences, shrubs, and walls may be constructed in the case of flood-prone areas with the written approval of the Board of Directors and in accordance with the architectural standards that are adopted by the Association from time to time.

(B) No unsightly storage will be permitted in or around manufactured homes.

(C) Planting of shrubs and trees on a lot is permitted provided the owner submits an Alteration/Renovation Request to the Board of Directors *prior* to planting. This allows the Grounds Committee to evaluate whether the planting(s) would interfere with lawn mowing or utilities.

(D) No vegetables are to be grown on a unit's lot.

(E) Satellite dishes and antennas are permitted provided they are installed in accordance with the rules, regulations and architectural standards adopted by the Board of Directors from time to time. All such installations must be located on the dwelling or on a pole as close to the dwelling as possible, and may not be installed in any location where they would interfere with the Association's maintenance responsibilities. Owners must not allow installation technicians

to place these devices based on the technician's convenience.

(F) In the event the resident does not keep his lot up to minimum requirements, the Board of Directors of the Association reserves the right to have the work done, and the costs will be charged to the resident's account.

4. Lawn mowing will be provided by the Association. Residents may choose to mow their own lawns; however, the monthly maintenance fee will not be reduced. If an area is not to be mowed because of owner preference, or because of new planting or other reasons, the resident must set out landscape marking flags along the edges of the area. The resident must remove the marking flags when mowers have finished working, or when the area is safe to be mowed again.

(A) The Board of Directors has the authority to enforce Southwest Florida Water Management District (SWFWMD) regulations for water usage. The Safety Harbor website provides details on water restrictions.

(B) Any lawn sprinkler system that interferes with the condominium lawn mowing service is prohibited. For the purpose of this regulation, the meaning of the term "interferes" shall be construed to mean the following: A consequence caused by an in-place sprinkler system through its design or installation which prevents the normal operation of or causes damage to lawn-cutting equipment.

(C) In-ground sprinkler systems must have Board approval prior to installation, using the Alterations/Renovations Request form. Automatic sprinkler systems are prohibited; however, automatic systems installed and approved prior to 1995 have been grandfathered. Automatic rain sensors or equivalent are required with any underground, automatically operated system.

(D) All automatic sprinklers must be turned off if the occupant is away two or more weeks. Outside turn-offs should be identified and visible. The Board reserves the right to turn off automatic sprinkler systems if the home is vacant for an extended period.

(E) Overflow on any road is prohibited. The Board of Directors of the Association interprets overflow of water to mean "excessive watering of lawns which results in water running down streets and into storm drains."

5. Use of all recreation facilities is governed by posted rules and regulations regarding them. Owners are responsible for the behavior of their guests.

(A) Recreation hall, pool, bocce court and shuffle court hours shall be as authorized by the Board of Directors and posted accordingly.

(B) Upon such terms and conditions as the Board of Directors may determine from time to time, the Board may permit exclusive use of the Clubhouse and charge a reasonable fee for such use, including imposition of security deposits and fees for protection of the Condominium property and its residents.

6. Each mobile home must be skirted, must have a planter built in front, must have a concrete driveway with minimum width of 11.5 feet with carport attached, and must have a utility building contiguous with the carport.

(A) All lots, buildings and mailboxes must be kept in good and orderly condition, and the homes shall be clean and well painted. Only neutral colors are allowed for exterior wall painting or siding, such as beige, tan, ivory, pale yellow, pale blue, etc.

(B) In order to maintain some degree of conformity, Board approval is required for all exterior color changes as well as for any additions and replacements *prior* to the work being done. Owners must request approval on a Renovation/Alteration Request form, available at the office. If painting, new siding, or trim is requested, owners must provide color samples ("paint chips") with the request form.

7. The Recreational Vehicle (RV) Parking Area is available to all owner-occupied units for storage of owners' recreational vehicles, including motor homes, travel trailers, trailers, canoes, boats, and boat trailers. Any available spaces are assigned by written application to the Board, and applications are evaluated on a first-come, first-served basis. All vehicles parked in the area shall be registered with the Board of Directors of the Association or their designee. Owners must provide a title and current registration and have a valid registration sticker on the vehicle at all times. All assigned spots must be maintained by the owners and kept free of weeds and unsightly storage.

8. No owner shall permit laundry and/or dry cleaning of any kind or nature to be hung or displayed within the common elements or lots of Briar Creek Mobile Home Community II, other than in such areas as designated from time to time by the Board of Directors.

9. Excessive noise that disturbs neighbors, including excessive dog barking, will not be tolerated.

(A) Radios, music, and televisions are to be played softly at all times. Boisterous parties are not allowed. Improper conduct of any kind will not be tolerated.

(B) Pinellas County Ordinances Article XII restricts noise, including construction and maintenance noise. Excessive noise from parties, people or vehicles beyond 11 p.m. is handled by the Pinellas County Sheriff's Office, (727) 582-6200.

10. The Association is not responsible for damage, injury or loss by accident, theft or fire to the property of either residents or guests in the Park. Owners are hereby notified that owners assume all risks and relinquish all and any claims for damages and/or losses.

11. Alcoholic beverages will not be permitted or consumed in or on any of the common elements, unless authorized in writing by the Board of Directors. Authorized use of alcoholic beverages will be "Bring Your Own Beverage" (BYOB) only, unless part of an Association sponsored event. If at any time, authorized use of alcoholic beverages becomes out of control, this use will be curtailed at the discretion of the Board of Directors.

12. Upon written authorization by the Board of Directors of the Association, one (1) "For Sale" or "For Rent" sign no larger than 12" x 18" may be permitted to be posted inside the street-side window only of a mobile home unit.

(A) In addition, during an Open-House, one small sign indicating an "Open House" may be permitted to be placed on Briar Creek Blvd. in Phase II, and another small sign may be placed in front of the unit being sold. These signs should be no larger than 12" x 18".

(B) No other signs of any kind shall be displayed within the Park without written authorization from the Board of Directors of the Association.

(C) General notices, real estate and articles for sale may be prepared for posting on our Bulletin Board after approval by the Board of Directors of the Association or its delegates.

13. One resident adult must accompany children under fifteen (15) years of age at the swimming pool and hot tub, recreation hall, pool table, bocce court and shuffleboard court each time children use these facilities. Residents and guests must read and conform to the rules posted at the recreation facilities as authorized by the Board of Directors.

14. No peddling, soliciting or commercial enterprise of any kind will be permitted without permission of the Board of Directors.

15. Pets shall be permitted only in the designated pet area of Briar Creek Mobile Home Community II, Inc., and shall be subject to the following:

(A) Pets as defined herein shall be restricted to one (1) small domestic cat or one (1) dog that shall weigh twenty-five (25) pounds or less. Upon request by the Board of Directors, the owner of the pet will be required to provide documented proof of the pet's weight. Lot owners wishing to have a pet other than a cat or dog must have prior approval of the Board of Directors.

(B) Pets must be kept on a hand-held visible restraint at all times and shall not be permitted to roam freely about the community or on other condominium parcels. Under Pinellas County ordinances, no pet shall be left outdoors unattended, either roaming at large, restrained or tethered on a leash or rope, or in a crate or other container.

(C) Owners must assume complete responsibility for cleaning up after their pets.

(D) In no event shall the pet be allowed to enter the recreational area or any other areas of Briar Creek other than those areas designated for pets.

(E) Pets shall not cause a nuisance or disturbance of any kind. In the event that the Board of Directors determines that any pet has become a nuisance due to barking, aggressive, or dangerous behavior, or other disturbances of the peaceful enjoyment of the property by other residents, the Board may require that such pet be removed from the property. Prior to a final decision regarding removal, the Board will provide the pet owner with notice and an opportunity for a hearing before the Board of Directors.

(F) The foregoing notwithstanding, a single "indoor cat" may be kept by a resident within any residence in the community provided the cat is restricted to the inside of the home at all times except when transporting the cat to and from the residence. When transporting an indoor cat to and from the residence, the resident must utilize a carrying case or harness and leash at all times.

(G) Any resident permitting an indoor cat to run at large outside of the home in violation of the terms hereof, whether residing in the Pet Area or not, shall be subject to all remedies available to the Association under the Declaration of Condominium and Florida Statutes, including fining, and including the right of the Association to declare the indoor cat a nuisance requiring its permanent removal from the community. The decision by the Board that an indoor cat is a nuisance shall be conclusive, provided the owner or resident harboring the cat is given notice of the intended Board action and an opportunity for a hearing prior to Board action.

(H) Any resident with a physical, mental, or emotional disability who desires to keep an Emotional Support Animal in his or her unit must request the accommodation in writing and provide sufficient credible facts and medical documentation to warrant accommodation under the Federal and State Fair Housing Acts. Such documentation must show a relationship between the medical disability and the need for the Emotional Support Animal to accommodate the disability. For an Emotional Support Animal, documentation must be provided from a physician, psychiatrist, social worker, or other mental health professional stating that the animal alleviates at least one of the identified symptoms or effects of the existing disability. Emotional Support Animals are subject to the same restrictions as pets with regard to leashing, walking, and cleanup. Whenever possible and reasonable, support animals should be walked within the Pet Area.

**16.** Smoking is prohibited inside the Clubhouse, exercise room, garage, and in the pool area except under the patio.

**17.** If owners have complaints or recommendations, these should be discussed with the Board of Directors or submitted to the Suggestion Box in the Clubhouse.

## **BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

### **A RESOLUTION OF THE BOARD OF DIRECTORS REGARDING REQUESTS FOR ASSISTANCE ANIMAL ACCOMMODATIONS AND INVESTIGATION OF COMPLAINTS INVOLVING ASSISTANCE ANIMALS**

**WHEREAS**, the Declaration of Condominium for Briar Creek Mobile Home Community II, Inc., (the "Declaration") establishes that the Board of Directors is responsible for the operation of the property subject to the Declaration, and for enforcement of its rules and policies on matters of common interest to its residents;

**WHEREAS**, the Fair Housing Act (42 U.S.C. §§ 3601 – 3619) prohibits discrimination in housing based on disability, and individuals may be granted an accommodation under the Act to keep a service animal (an animal that is individually trained to do work or perform tasks for the benefits of the individual with a disability) or a support animal (an animal that provides therapeutic and/or emotional support to an individual with a disability), collectively referred to as "assistance animals" herein;

**WHEREAS**, Article 16, Section 16.18 of the Declaration provides that pets are only permitted in the designated pet area and sets forth restrictions regarding the permissible number and weight.

**WHEREAS**, Article 16, Section 16.5 of the Declaration prohibits nuisances or any use or practice which is a source of annoyance to residents;

**WHEREAS**, for the protection of the Association and its fiduciary duty to enforce the Declaration as presently written, the Board of Directors wishes to outline a procedure for the Association's intake, management, and investigation of complaints related to assistance animals to ensure uniform enforcement; and

**WHEREAS**, this policy supersedes and replaces all prior policies with respect to the matters referenced herein.

**NOW, THEREFORE**, be it resolved by the Board of Directors as follows:

1. Any resident or guest thereof requesting an accommodation under the Fair Housing Act ("FHA") must provide sufficient, credible documentation from a credible, qualified third-party to the Board of Directors. Such documentation must show a relationship between the requested accommodation and the need for the animal to accommodate the disability. The documentation must confirm that the person requesting the accommodation is, by virtue of the accommodation, afforded an equal opportunity to use and enjoy the property and/or common elements which that individual would not otherwise have absent the accommodation.
2. The requested accommodation must be reasonable.



3. The requested accommodation, if granted, only extends to the individual requesting the accommodation, and is permitted only as long as that individual occupies the unit/premises.
4. All requests for assistance animals will be reviewed on a case-by-case basis by the Association and/or the Association's legal counsel. Each request should be submitted at least two (2) weeks before the desired accommodation is required to allow the Association and/or the Association's legal counsel a reasonable amount of time to review and respond to the request.
5. All individuals seeking an animal accommodation for a service animal must confirm that the service animal is required because of a disability and explain what specific work or task the animal has trained to perform in connection with the disability. If the disability is open and obvious, the individual requesting the accommodation need not provide documentation confirming the existence of a disability. Likewise, if it is readily apparent that the service animal is required because of a disability, the individual requesting the accommodation need not provide documentation regarding the work or task the animal has been trained to perform.
6. All individuals seeking a support animal accommodation must confirm the existence of their disability through credible documentation, unless the disability is observable and would not be reasonably attributable to a non-medical cause. Support animal accommodations will only be granted upon medical documentation that supports and explains the connection between the presence of the animal and the alleviation of the symptoms of the disability. Any documentation provided to substantiate a need for a support animal must demonstrate that the medical provider has sufficient personal knowledge of the individual's disability.
7. When consistent with the disability-related need, assistance animals shall be transported to and from the dwelling in a proper carrier or shall be leashed at all times when not in the dwelling. Leashes must not be more than six (6) feet in length. No assistance animal is permitted to roam the common elements without being under the control of the owner (or other individual if required by the disability), nor permitted to be left outside unattended. No animal may be tethered to the common elements, and the installation of fixed chains/leashes on the common elements is prohibited.
8. In consideration of the needs of other individuals lawfully using the property with allergies or other health concerns that may be inflamed by animal fur or dander, assistance animals may not be permitted in certain common elements, absent a specific, documented, and identifiable need for assistance from the animal while the disabled resident is using such areas.
9. Assistance animals must be inoculated and licensed by the County, as required by law.
10. A photograph of the assistance animal, along with proof of current immunization and proper licensing, shall be submitted to the Board of Directors of the Association within

a reasonable amount of time after the accommodation is granted. Confirmation that the animal is up to date on its immunizations may be required on an annual basis.

11. Excluding ordinary and customary temporary absences associated with day-to-day living, an assistance animal is not permitted to reside in a dwelling in the owner's absence for any prolonged period of time.
12. Should the assistance animal relieve itself on the common elements or Association property, any excrement must be immediately cleaned up and disposed of properly.
13. In the event the assistance animal dies, or is otherwise permanently removed from the property, the assistance animal may not be replaced absent the submission of additional supporting documentation to the Association and/or without further approval from the Association. Such documentation shall include a photograph of the assistance animal, proof of current immunization and proper licensing.
14. No assistance animal may create a nuisance to other residents, unreasonably disturb the peaceful enjoyment of the property by other residents or pose a danger to other residents. Should the assistance animal disturb the peaceful enjoyment of the community by other residents, the accommodation will be deemed "unreasonable," and the Association may demand removal of the assistance animal and/or replacement of the assistance animal with one that does not create an unreasonable nuisance in the community.
15. All complaints regarding assistance animals must be submitted on the Complaint Form provided by, and available upon request, at the Association office. The form will provide a record of the date, time, and location of the alleged occurrence and provide owners space to describe the incident and list any witnesses. Complainants will be encouraged to sign the Complaint Form.
16. The Association will keep all Complaint Forms on file as official records, subject to the requirements of Section 718.111(12), Florida Statutes. However, the Association will only consider those complaints signed by complainants when considering enforcement actions.
17. Each signed complaint will be reviewed on a case-by-case basis by the Association and/or the Association's legal counsel to determine whether action should be taken and the nature of the enforcement action.
18. The Association may interview any listed witnesses and inquire whether they are willing to provide a signed statement.
19. If the alleged incident occurs upon the common elements, the Association will review security footage, if applicable.

20. Signed complaints from multiple owners alleging unreasonable barking or other non-aggressive nuisance behavior may result in a written cease and desist to the animal's owner. Failure to comply with the cease and desist may result in additional requirements to cure and/or demand for removal of the animal.
21. All signed complaints alleging property damage caused by an animal will be investigated by the Association. In the event the animal is deemed responsible for the damage, the owner will be held responsible for the costs associated therein.
22. Signed complaints alleging aggressive or threatening behavior may result in the Association demanding any of the following actions, commensurate with the severity of the complaint, including, but not limited to:
- a. Requirement that the animal be kept on a leash no longer than four (4) feet;
  - b. Requirement that the animal wear a muzzle upon the common elements, provided it does not interfere with any service-related task the animal is trained to perform;
  - c. Removal of the assistance animal from Association property.
23. Signed complaints alleging an animal bit and/or attacked another animal or person, will result in the Association and/or the Association's legal counsel investigating the complaint, taking any witness statements, and reviewing any associated veterinary/medical or animal control reports. If the attack is substantiated the Association will demand removal of the animal.
24. The Board of Directors may adopt additional, reasonable rules and policies relating to accommodation requests, assistance animals, and/or enforcement of the same from time to time.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 17 day of September, 2024.

**BRIAR CREEK MOBILE HOME  
COMMUNITY II, INC.**

By: Sam E. Oliverio

Sam E. Oliverio - President  
Print Name, Title

**BRIAR CREEK MOBILE HOME COMMUNITY II, INC.**

**APPROVAL OF TITLE TRANSFER**

Date: \_\_\_\_\_

The Board of Directors of Briar Creek Mobile Home Community II, Inc. have approved the sale of:

Unit No. \_\_\_\_\_ By \_\_\_\_\_ Owner(s),

to \_\_\_\_\_

whose address is \_\_\_\_\_

known as the Purchasers, in accordance with the Statements and the information given by the Purchasers in the Application for Residency and under the terms and conditions of the Contract for Sale as proposed by the Purchasers and accepted by the Owners, a copy of which was provided to the Board of Directors.

**Briar Creek Mobile Home Community II, Inc.**

By: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence, ☐ personally known or ☐ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of BRIAR CREEK MOBILE HOME COMMUNITY II, INC.

My commission expires: \_\_\_\_\_

Notary Public

**GENERAL INFORMATION**

Change of Membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a Deed or other Instrument establishing a Record Title to a Unit in the Condominium and the delivery to the Association of a Photocopy of such Instrument. The owner designated by such Instrument thus becomes a Member of the Association and Membership of the prior owner is terminated.

Estoppel information may be obtained at: [estoppels@ameritechmail.com](mailto:estoppels@ameritechmail.com)

Membership rosters cannot be changed until receipt of a photocopy of Closing Statement or Deed as stated above. Please mail to Ameri-Tech Community Management, Inc., 24701 US Highway 19N, Suite 102, Clearwater, FL 33763