

Prepared by and return to:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
BRIAR CREEK MOBILE HOME COMMUNITY II, INC. A CONDOMINIUM

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Condominium of Briar Creek Mobile Home Community II, Inc., originally recorded in Official Records Book 5039, Page 1378, et seq., in the Public Records of Pinellas County, Florida was amended at a duly called meeting of the members of Briar Creek Mobile Home Community II, Inc., on December 6, 2021. The adopted Amended and Restated Declaration of Condominium of Briar Creek Mobile Home Community II, Inc. is attached hereto.

IN WITNESS WHEREOF, the Briar Creek Mobile Home Community II, Inc., has caused this instrument to be signed by its duly authorized officer on this 11 day of March, 2022.

Joan C Davis
(Signature of Witness #1)
JOAN C. DAVIS
(Printed Name of Witness #1)
Maureen C Reardon
(Signature of Witness #2)
Maureen C Reardon
(Printed Name of Witness #2)

BRIAR CREEK MOBILE HOME
COMMUNITY II, INC.

By: Robert C Raynor
(Signature)
Robert C Raynor President
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 11th day of March, 2022, by Robert Raynor, as President of Briar Creek Mobile Home Community II, Inc., on behalf of the corporation, and ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Patti Battista
NOTARY PUBLIC - State of Florida at Large



PATTI BATTISTA
Commission # GG 327025
Expires August 21, 2023
Bonded Thru Budget Notary Services

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
BRIAR CREEK MOBILE HOME COMMUNITY II, INC.
A CONDOMINIUM

This instrument amends, consolidates, and restates in its entirety the Declaration of Condominium of Briar Creek Mobile Home Community II, Inc.

Whereas, the original Declaration Condominium of Briar Creek Mobile Home Community II, Inc., hereinafter referred to as the original Declaration, was recorded in Pinellas County, Florida Official Records Book 5039 at page 1378, et seq., and thereafter successively amended; and

Whereas, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments to the original Declaration so that it may be more easily understood by all persons associated with the Briar Creek Mobile Home Community II Condominium;

Now, therefore, this amended, consolidated, and restated Declaration of Condominium of Briar Creek Mobile Home Community II, Inc., hereafter referred to as the Declaration, is hereby adopted as of the date that a Certificate of Amendment is recorded in the Public Records.

ARTICLE 1
PURPOSE

The lands described herein below, and improvements constructed thereon, were submitted to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the Condominium Act, by the developer of the condominium pursuant to the original Declaration. The submission of the land to the condominium form of ownership by the original Declaration is and will remain effective. By adoption of this Amended and Restated Declaration, the members of the Association ratify governance of the property described in EXHIBIT A attached hereto under the condominium form of ownership.

ARTICLE 2
THE NAME

The name by which this condominium is to be identified is Briar Creek Mobile Home Community II, Inc.

ARTICLE 3
DEVELOPMENT PLAN

Briar Creek Mobile Home Community Phase II, Inc. is a separate condominium development. It is contiguous to Briar Creek Mobile Home Community I, a separate condominium on adjacent properties. The entire development, of both condominiums, is referred to herein as Briar Creek. Condominium plats pertaining hereto are recorded in Plat Book 42, Pages 86 through 94, Pinellas County Public Records, State of Florida.

ARTICLE 4
DEFINITIONS

For all purposes of this Declaration, and for all purposes of the Articles of Incorporation and Bylaws of Briar Creek Mobile Home Community II, Inc., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated:

- 4.1 Assessment shall mean a share of the funds required for the payment of common expenses which from time to time are assessed against each unit owner.
- 4.2 Association shall mean Briar Creek Mobile Home Community II, Inc., hereinafter the Association, a Florida corporation not for profit; the entity responsible for the operation of the condominium property.
- 4.3 Association property shall mean the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 4.4 Board of Directors or Board shall mean the Board of Directors and the members of the Board of Directors, as elected or appointed from time to time, of the Association.
- 4.5 Bylaws shall mean the Bylaws of the Association as amended from time to time.
- 4.6 Common elements shall mean all portions of the condominium property not included in the units.
- 4.7 Common expenses shall mean all expenses properly incurred by the Association in the performance of its duties, including, but without limitation, the following:
 - A. All common expenses identified in the Condominium Act or the Association's governing documents.
 - B. Expenses of administration and management of the Association and condominium property, including expenses for social events and recreational activities for the benefit of the members.
 - C. All reserves required by the Condominium Act, or otherwise established by the Association, regardless of when reserve funds are expended.
 - D. Costs and expenses of capital improvements, betterments, or additions to the common elements.
 - E. The expenses that are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or the condominium property.

- F. Costs associated with installing security systems, or providing security services to the residents in the community.
 - G. The costs of carrying out the powers and duties of the Association, and any other valid charge against the condominium property as a whole, whether or not included in the foregoing, designated as common expense by the Condominium Act, or the Association's governing documents.
- 4.8 Common surplus means the amount of all receipts or revenues of the condominium which exceeds common expenses and shall be shared among the unit owners in accordance with the undivided shares as stated herein.
 - 4.9 Condominium shall mean that form of ownership of real property created pursuant to the Condominium Act which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.
 - 4.10 Condominium Act or Florida Condominium Act shall mean the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as amended from time to time.
 - 4.11 Condominium parcel shall mean a unit, together with the undivided share in the common elements appurtenant to each unit.
 - 4.12 Condominium property shall mean the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
 - 4.13 County shall mean Pinellas County, Florida.
 - 4.14 Electronic document shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc.
 - 4.15 Governing documents shall mean this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the adopted resolutions, rules, regulations, and procedures of the Association all as may be hereafter amended from time to time. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated.
 - 4.16 Limited common elements shall mean those portions of the common elements which are reserved for or attributable to the exclusive use of a unit owner to the exclusion of other unit owners.
 - 4.17 Recreational facilities shall mean and include the facilities provided hereunder.

- 4.18 Restrictions, rules and regulations shall mean any and all reasonable restrictions, rules, regulations, and resolutions duly adopted by the Board of Directors.
- 4.19 Unit shall mean a part of the condominium property which is subject to exclusive ownership.
- 4.20 Unit owner or owner of a unit shall mean a record owner of legal title to a condominium parcel.
- 4.21 Utility services shall mean but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, drainage, garbage, and sewage disposal.
- 4.22 Voting interests shall mean the voting rights of the Association members pursuant to the Articles of Incorporation and Bylaws.

ARTICLE 5 IDENTIFICATION

- 5.1 The condominium lots and all other improvements constructed on the condominium property are set forth in detail in EXHIBIT B attached hereto and made a part hereof. Each condominium lot is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of each lot, as well as of the common elements appurtenant thereto.
- 5.2 Each condominium lot is identified by a number as shown on the plans attached hereto as EXHIBIT B and made part hereof so that no lot bears the same designation as does any other lot.

ARTICLE 6 EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration may be amended or revoked so long as said amendment and/or revocation does not unreasonably interfere with their proper and intended use and purpose, and shall survive termination of the condominium, and the exclusion of any of the lands of the condominium from the Declaration of Condominium.

- 6.1 Utilities. As may be required through both the common elements and the condominium lots for utility services in order to adequately serve the condominium.
- 6.2 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property, except as is set forth hereinbelow.

- 6.3 Access by Private or Public Road. Ingress and egress to the land shall be by private road over the lands described in EXHIBIT B. The expense for the maintenance and repair of such road shall be borne as common expense ratably by all condominiums and other lands using said road.

ARTICLE 7 COMMON ELEMENTS

Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, the following items:

- 7.1 An exclusive easement for the use of the air space occupied by the condominium lot as it exists at any particular time and as the lot may lawfully be altered.
- 7.2 An undivided share in the common surplus.
- 7.3 Cross-easements for ingress, egress, support maintenance, drainage, repair, replacement, and utilities.
- 7.4 Easements or encroachments caused by minor inaccuracies in building or construction or staking out of the lots which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.
- 7.5 Easement for the discharge of rainwater and the subsequent flow thereof over condominium lots or any of them.

ARTICLE 8 OWNERSHIP OF COMMON ELEMENTS

The owner of each lot shall own a share and certain interests in the condominium property which are appurtenant to his lot, which include but are not limited to the following items which are appurtenant to the several lots, as indicated:

- 8.1 Common Elements. The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium lots is set forth on the schedule attached hereto and made a part hereof by reference as EXHIBIT C.
- 8.2 Association. The membership of each lot owner in the Association and the interest of each lot owner in the funds and assets held by the Association.
- 8.3 Recreational Facilities. The right to use, occupy and enjoy recreational facilities.
- 8.4 Common Surplus. Each lot owner shall own any common surplus of the condominium in the same percentage as the common elements appurtenant to each lot are owned as set forth in EXHIBIT C. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute

advance payment of estimated monthly maintenance and shall be applied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforementioned shall be allocated over the next succeeding fiscal year.

ARTICLE 9 MANAGEMENT AGREEMENT

Briar Creek Mobile Home Community II, Inc., the condominium Association, has entered into an agreement with a professional management company. Each lot owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including, but not limited to:

- 9.1 Adopting, ratifying, confirming, and consenting to the execution of said management agreement by the Association.
- 9.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by lot owners in the cases provided therefor in said management agreement.
- 9.3 Ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, are reasonable.
- 9.4 Agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

ARTICLE 10 COMMON EXPENSES

Common expenses shall be shared severally, not jointly, by each lot owner in the same percentage as the common elements appurtenant to each lot are owned as set forth in EXHIBIT C, which in each instance shall provide percentages of the common elements appurtenant to each condominium parcel.

ARTICLE 11 GOVERNING BODY

The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporation not for profit. The name of the corporation to conduct the affairs of the condominium is Briar Creek Mobile Home Community II, Inc.

- 11.1 All persons owning condominium parcels (owners in the condominium) which interest is evidenced by recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest. The voting rights of the members shall be as set forth in the Bylaws and Articles of Incorporation.

- 11.2 In order to promote owner occupancy of the units, and in addition to any other restrictions contained in this Declaration, no individual or married couple may acquire title to more than two (2) units in the condominium. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a member of an immediate family from acquiring a unit when other members of the family own two (2) units. If any person or entity acquires a second unit after this date, one unit must be leased and the owner must occupy the other unit. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer.
- 11.3 Only individuals may acquire an ownership or leasehold interest in a condominium unit, provided that an individual may acquire an interest as trustee, or in some other representative capacity, for himself or another family member. In such case, one individual must be designated as the primary occupant of the unit and this individual will be treated as the unit owner for the purposes of all rules and restrictions related to the occupancy and leasing of the unit. No transfers of ownership and no leases shall be allowed to corporations, partnerships, or other such legal entities. In these cases of unit ownership or leasing by grandfathered legal entities other than an individual, the legal entity unit owner shall designate an occupant to the Association in writing who, along with his family, shall be permitted residency. This designation may not be changed more often than annually. Any guests occupying units in the absence of the designated occupants must comply with such rules and regulations as are adopted by the Association from time to time.
- 11.4 All the affairs, policy, regulations, and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of voting members, who are elected annually by the voting members.
- 11.5 The Association shall have all of the powers and duties reasonably to operate this condominium as set forth in this Declaration, the Bylaws, and the Articles of Incorporation of the Association, and as the same may be amended.
- A. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act.
- B. The power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory and use interest in lands or facilities, including, but not limited to, recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use or benefit of unit owners, and to declare the expenses of rental, membership fees, operation, replacements, and other undertakings in connection therewith to be common expenses, and may make covenants and restrictions concerning the use of same by lot owners, and such other provisions not inconsistent with the Condominium Act as may be desired.

- C. The power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association, except that such as are specifically required by the Declaration or by the Bylaws to have the approval of the Board of Directors or the membership of the Association.
- D. The power to grant or contract for easements, licenses, and other privileges and duties on behalf of the membership where no members' rights are substantially affected, and provided that the consent of the institutional mortgagees is first procured to any such rights or privileges so granted or contracted for.

ARTICLE 12 MAINTENANCE

The responsibility for the maintenance of the condominium lot shall be as follows:

- 12.1 By the Association. The Association shall maintain, repair, and replace, at the Association's expense:
 - A. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the lot prior to the actual connection to the mobile home or unit and all such facilities contained within a lot which service part or parts of the condominium other than the lot within which they are contained.
 - B. All incidental damage caused to a lot by such work shall be promptly repaired at the expense of the Association.
- 12.2 By the Condominium Parcel Owner. The responsibility of the condominium unit owner shall be as follows:
 - A. To maintain in good condition and repair and replace at his expense all portions of the lot except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other lot owners.
 - B. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
 - C. No condominium parcel owner shall make any alterations in the portions of the lot which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety of the lot or impair any easements or vary the appearance of said lot without first obtaining approval from the Board of Directors of the Association.
- 12.3 There shall be no substantial alterations, additions or omissions to or from the common elements of this condominium, except as the same affirmative vote of sixty-six and two-thirds (66 2/3%) of the voting members who participate in the voting, in person or by proxy. The cost of the foregoing shall be assessed as a common expense.

ARTICLE 13
ENFORCEMENT OF MAINTENANCE

- 13.1 In the event the owner of a lot fails to maintain it as required above, the Association, or any other lot owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the lot owner, and the lot for the necessary sums to put the improvement on the lot and the lot in good condition. After such necessary assessment, the Association shall have the right to have its employees or agents enter the lot and do the necessary work to enforce compliance with the above provisions.
- 13.2 Further, in the event a lot owner violates any of the provisions hereinabove, the Association shall have the right to take any and all steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject with or without consent of the lot owner.

ARTICLE 14
ASSESSMENTS, LIABILITY, LIEN, AND PRIORITY, INTEREST, COLLECTION

The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the assessments necessary to provide for the common expenses of the condominium property.

- 14.1 A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title, without prejudice to the rights the new owner may have to recover the amounts paid from the previous owner. Notwithstanding the foregoing, in the event the Association takes title to a unit through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior owner for assessments that came due during any period of ownership prior to the date the Association took title.
- 14.2 Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due until paid. The Association shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments received by the Association must be applied first to any interest, then to any administrative late fee, then to any costs and reasonable attorney fees, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.
- 14.3 The Association shall have a lien on each condominium parcel for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search

expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.

- 14.4 The Association's lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full. Such liens shall relate back to the date that the original Declaration of Condominium was recorded, and shall be superior to all subsequent liens other than first institutional mortgages. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.
- 14.5 The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an owner for unpaid assessments may be maintained without waiving the lien securing the same.
- 14.6 Nothing herein shall abridge or limit the rights or responsibilities of institutional mortgagees of a condominium unit. An institutional first mortgagee or its successor or assignees who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments, and any other monetary amounts that came due against the unit, prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
- 14.7 Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors, and assigns.
- 14.8 Any person who acquires an interest in a unit, including and without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy or use of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- 14.9 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium

parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

- 14.10 Except as set forth herein, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.
- 14.11 If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law, and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

ARTICLE 15 INSURANCE

- 15.1 Liability Insurance. The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the condominium, and insuring the Association, and the common owners as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not limit the same to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the lot owners as a group to a lot owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.
- 15.2 Casualty Insurance. The condominium units created by this Declaration consist of parcels of land and air space located above the said parcels of land. Common elements consist of the roads, common utilities and other common items as defined above. Casualty insurance is not presently available to protect such properties or property interests and no casualty insurance is initially being obtained or provided through the Association and no charges in the monthly common expenses are being allocated for casualty insurance premium payments. Casualty coverage upon individual mobile homes placed on and within the condominium unit shall be obtained by the condominium unit owners on an individual basis. The Association may, however, in the event casualty insurance becomes available which would cover the condominium and the common elements as a whole, or in the event the Association develops projects or buildings within the condominium which it seeks to insure for casualty damage, obtain coverage in an amount to be determined by the Association, and may include the cost of such insurance coverage as a common expense. Such Association action shall be in the same manner as any other Association action which would increase, or decrease, common expenses for the Association.

- 15.3 Workmen's Compensation Insurance. The Board of Directors of the Association shall obtain coverage to meet the requirements of the law.
- 15.4 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 15.5 Each individual lot owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring upon or within his own lot, and for purchasing insurance upon his own personal property, his mobile home, and living expenses insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F hereinafter.
- 15.6 If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against lot owners, the Association, and their respective servants, agents, and guests.

ARTICLE 16 OBLIGATION OF MEMBERS

In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall be subject to the following restrictions:

- 16.1 No owner shall use or permit the use of his lot for any purpose other than as a single family residence and maintain his lot in a clean and sanitary manner. A single family unit is defined as one or more persons related by blood, marriage, or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit.
- 16.2 The units are restricted to residential use and may not be subdivided. Subleasing and renting of rooms by owners is prohibited.
- 16.3 Common elements are for the purposes stated.
- 16.4 All units are to pay for electricity and phone charges, and other separately metered utilities or services.
- 16.5 No owner shall permit or suffer anything to be done or kept on his lot which will increase the insurance rates on his lot or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act on his lot or on the common elements. Any conduct on the property requiring police intervention shall be presumed a nuisance and a violation of this provision.
- 16.6 All owners shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the lot and common elements which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property by, through or under him do likewise.

- 16.7 All owners shall allow the Board of Directors and/or the agent and employees of the Association to enter any lot for the purpose of maintenance, inspection, repair, replacement of the improvements within lots or the common elements, or in case of an emergency threatening lots or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions, easements and the Bylaws of the Association.
- 16.8 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. 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.
- 16.9 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.
- 16.10 Owners shall keep their lots on 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.
- 16.11 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. 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.
- 16.12 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.
- 16.13 Plumbing, electrical and television antenna or amplifying system repairs within a lot shall be paid for and be the financial obligation of the owners of the lot, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements.

- 16.14 No owner shall permit laundry and/or dry cleaning of any kind or nature to be displayed within the common elements or lot of said Briar Creek Mobile Home Community II, other than in such areas as designated from time to time by the Board of Directors.
- 16.15 Any lot owner shall be responsible for any damage or injury done by any person whether by himself or by a resident or guest of his lot to any of the lots, common elements, the limited common elements or the recreational facility or the property of the Association, and shall be liable for the costs and expenses arising therefrom which shall be charged back against the lot which the person owns or is residing in or is a guest in, and shall be collectible by the Association as an additional assessment against said lot.
- 16.16 All mobile homes will be skirted and have a planter built in front and carport and utility building. All lots and mobile homes in the entire park must be kept in good and orderly condition, and the mobile homes shall be clean and well painted. Notwithstanding the foregoing, no painting, additions, alterations, or improvements to a mobile home or lot shall be made without the prior written approval of the Board of Directors. Exterior paint colors shall be limited to neutral colors such as beige, tan, ivory, pale yellow, pale blue, etc.
- 16.17 Vehicles and Parking. The following restrictions shall apply to the parking of vehicles:
- A. Only conventional passenger automobiles manufactured primarily for transporting not more than (ten) 10 individuals may be parked on the lot. A conventional passenger automobile shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans, pick-up trucks, sport utility vehicles, and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer, and provided they contain no external commercial markings. The Board shall have the authority to adopt rules and regulations to supplement this provision.
 - B. All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, shall not be parked on the lots.
 - C. Boats, recreational vehicles, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded.

- D. 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.
 - E. The Board may adopt additional rules and regulations relating to parking on the property and lots. The Association shall have the right to tow non-compliant vehicles from the property.
- 16.18 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 no more than twenty-five (25) pounds. 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 pets be allowed to enter the recreational area and/or 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.
- 16.19 If after reasonable notice the owner of a condominium parcel fails to maintain the exterior lot as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the lot, with reasonable notice, except in the case of an emergency, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work on a lot as authorized by this Declaration shall be charged to and a personal obligation of the unit owner, together with reasonable attorney's fees and other

expenses of collection, if any, and if permitted by Florida law, such expenses shall also constitute a lien on the condominium parcel.

- 16.20 Restrictions, Rules and Regulations. The Board of Directors may adopt, alter, amend, rescind, and enforce reasonable restrictions, rules and regulations governing the use of the condominium property. Restrictions, rules and regulations shall be consistent with the rights and duties established by this Declaration and Bylaws of the Association. These regulations shall be binding upon unit owners, tenants, and occupants. The Association may impose reasonable monetary fines, up to the maximum amount allowed by law, suspend use rights, or impose other legally permitted sanctions for violations of the governing documents.
- 16.21 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner, tenant, guest, or occupant to comply with the terms of the governing documents as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees including fees incurred in connection with pre-litigation enforcement efforts and appellate proceedings from the non-prevailing party.

ARTICLE 17 CONVEYANCES, SALES, RENTALS, LEASES, AND TRANSFERS

In order to insure a community of congenial residents and thus protect the value of the lots, the sale, leasing, rental and transfer of lots by any owner shall be subject to the following provisions:

- 17.1 Prior to the sale, conveyance, or transfer of any parcel to any person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, on an application form prescribed by the Association, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association, including a copy of the proposed contract of sale signed by the proposed purchaser, and the prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to the approval of such sale, transfer, or conveyance. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the purchaser to appear for a personal interview. The Association may require the payment of a preset screening fee or application fee simultaneously with the request for approval of the sale or conveyance, said screening fee to be set by the Board from time to time, and shall be in conformance with applicable law. To comply with The Fair Housing Act, documented proof of age, i.e., a copy of a driver's license or birth certificate, or other legal documented proof of age must be furnished the Association for its permanent record. At least one occupant must be at least fifty-five (55) years of age, unless an exception is made by the Board as may be required by applicable laws. Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a unit shall not be accessible to unit owners. Within thirty (30) days, the Board of Directors of the Association shall either approve or disapprove of the proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve

or disapprove of a proposed sale within thirty (30) days, the failure to act as aforesaid shall be considered approval of the sale. If a proposed sale, transfer, or conveyance is disapproved by the Association, the unit owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, or conveyance made in violation of this Declaration shall be voidable, and the Association may institute suit, in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels. Reasons for disapproval may include:

- A. Prior conviction of, or plea of no contest to, felony criminal charge or crime of moral turpitude;
 - B. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules, and regulations associated with community living;
 - C. A history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicant; or
 - D. Non-compliance with any other provision within this Declaration with regard to occupancy.
- 17.2 Incident to any sale or transfer of any unit, the owners, or transferors of the units shall have the responsibility to provide complete up-to-date condominium documents consisting of the Declaration of Condominium, amendments to Declaration of condominium, Bylaws, Restrictions, and Monthly Maintenance Payment Books to the purchasers or transferees. The Association has no responsibility to provide such documents to purchasers or transferees. However, the Association shall maintain at least five (5) copies of the current documents on the condominium property to ensure their availability to unit owners and prospective purchasers. These documents shall consist of the Declaration, Articles of Incorporation, Bylaws, amendments, and restrictions. The Association may charge the actual cost for preparing and furnishing these documents to those requesting them.
- 17.3 The Association shall provide prospective purchasers an information sheet entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the Division of Florida Condominiums, Timeshares and Mobile Homes, as outlined in Florida Statutes 718.504. The sheet shall be updated annually.
- 17.4 In the event the Board of Directors disapprove the proposed sale, conveyance or transfer and if a member still desires to consummate such sale, conveyance or transfer, written notice shall be given to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price of other items thereof, and the Association shall promptly notify the members of the Association of the date, price and terms. However, the demand shall not be operative, and the Association need not provide an alternate purchaser if disapproval of the prospective purchaser is based upon any of the authorized reasons for disapproval shown above. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the

terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no member of the Association accepts first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction at the price and terms contained in the notice provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished, and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting member he chooses.

- 17.5 In the event the member giving notice receives no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title, and interest to the member or members making the redemption.
- 17.6 An Affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.
- 17.7 An Affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

17.8 Rental or Lease. A condominium parcel shall not be leased, rented, or occupied without the prior written approval of the Association, which approval shall not be unreasonably withheld. For purposes hereof, occupancy of a unit by a person or persons other than the spouse of the owner, shall be subject to the restrictions contained herein and such person or persons must be approved by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term or occupancy, a unit owner or his agent shall apply to the Association for approval of such lease/occupancy on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease (if any), and sufficient information for the Association to conduct a criminal background check. The prospective lessee/occupant shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease/occupant. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview. To comply with the Fair Housing Act, documented proof of age; i.e., copy of a driver's license or birth certificate, or other legal documented proof of age must be furnished the Association for its permanent record. At least one occupant must be at least fifty-five (55) years of age, age, unless an exception is made by the Board as may be required by applicable laws. Within thirty (30) days, the Board of Directors of the Association shall either approve or disapprove of the proposed lease or occupancy, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed bona fide written lease within thirty (30) days, the failure to act as aforesaid shall be considered approval of the lease. However, the thirty (30) day time limit for approval shall not apply to any occupancy absent a bona-fide written lease. If a proposed lease/occupancy is disapproved by the Association, the unit owner shall be so advised in writing, and the lease shall not be made or the occupancy shall not be permitted. Any lease made or occupancy permitted in violation of this Declaration shall be voidable, and the Association may institute suit, in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels. Reasons for disapproval may include:

- A. Prior criminal history that indicates a potential threat to the health, safety or welfare of the residents in the condominium.
- B. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living.
- C. In the case of a lease with option to purchase, a history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicant.
- D. Non-compliance with any other provision within this Declaration with regard to occupancy, including, but not limited to, any required lease term.

17.9 Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the

condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. The Board of Directors shall have the right to require that a substantially uniform form of lease be used meeting these requirements, in a form satisfactory to the Association, and shall be made available by the Association. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. The Board of Directors shall have the right to require that a substantially uniform form of lease be used meeting these requirements, in a form satisfactory to the Association, and shall be made available by the Association. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions.

- 17.10 The Association has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.
- 17.11 The number of units rented or leased at any one time shall be limited to ten percent (10%) of the total of two hundred sixty-one (261) units, (twenty-six (26) units). For compassionate reasons or extenuating circumstances, the Board of Directors of the Association may expand or modify this number.
- 17.12 Condominium parcels may be rented or leased not more than two times each calendar year and each rental must be for a period of not less than thirty (30) consecutive days. They may be rented or leased only to single family units and may not, during the rental or lease period, be occupied by any person under the age of eighteen (18). The lessee may not sublet the condominium parcel. Additionally, renting of rooms is prohibited. A single family unit is defined as one or more persons related by blood, marriage, or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit. In addition, the Association may require the payment of a preset screening fee or application fee simultaneously with the request for approval of the leasing of a unit, said screening fee to be set by the Board from time to time, and shall be in conformance with applicable law. The maximum stay for guests of tenants is fourteen (14) days. Guests of tenants may not use the unit except when the tenant is also in residence. An owner of a leased unit may not use any portion of the common elements except as a guest. Occupancy shall only be permitted in accordance with all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the condominium, as existing from time to time.
- 17.13 In the event the Board of Directors approves a lease or occupancy, such approval shall not release the member from any obligation under this Declaration.
- 17.14 Completely apart from and in addition to the Association's right to pass on and approve or disapprove any such attempted lease on any condominium lot, is the right of the Association hereby given and granted of first refusal to lease any condominium unit

offered for lease by any member of the Association. Accordingly, no owners of a condominium lot shall lease same to any party without first giving the Association notice in writing of such lease as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium lot on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium may have received for the lease of his said condominium lot. If the Association is desirous of exercising its option to lease said condominium lot on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium lot desiring to lease the same of the exercise by the Association of its election to so lease said condominium lot, such notice to be in writing and sent by certified mail to said owner within seven (7) days from receipt by the Association of the owner's notice of said Association as hereinabove required. If the Association has elected to lease such condominium lot, then upon notifying the owner of such condominium lot of its election to lease said condominium lot, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within seven (7) days after notice to it from the owner, exercise its right of first refusal herein granted, the owner may lease the condominium lot to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium lot to be exercised in its name for itself or for a party approved by said Board of Directors.

- 17.15 If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.
- 17.16 Notwithstanding anything to the contrary herein, the provisions of this Article shall not be applicable to transfers to institutional mortgagees whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such institutional mortgagees become an owner, nor to any sale by such mortgagee to a third party.
- 17.17 Notwithstanding anything to the contrary, the provisions of this Article shall not be applicable to transfers, sales, or leases by the Association, and accordingly, the Association shall have the right and privilege to sell or lease any condominium parcel owned by it without having to secure any prior approval for said sale or lease.
- 17.18 In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the

condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association; or within thirty (30) days from the date the Association is placed on actual notice of said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the Bylaws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given the opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or furnish a purchaser, for cash, the said condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and the Bylaws of the Association.

- 17.19 Mortgage. No parcel owner may mortgage his parcel nor any interest therein without the approval of the Association, except to a bank, life insurance company, federal savings and loan association, or state savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
- 17.20 Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

ARTICLE 18 MINIMUM REQUIREMENTS FOR MOBILE HOMES

No parcel owner may place upon his condominium lot either temporarily or permanently any mobile home of a width less than twenty-three (23) feet or of a multi-sectional nature, nor a mobile home which was not built in accordance with and satisfies the requirement of the Regulation of the American National Standard A-119.1, 1974, and as the same may be changed or amended from time to time. Replacement mobile homes must be new and comparable in size and quality.

ARTICLE 19
CARPORT AND DRIVEWAY

All condominium lot owners shall provide a concrete driveway of a minimum width of 11.5 feet and an attached carport.

ARTICLE 20
RESTRAINT UPON SEPARATION AND PARTITION

Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the lot, and his Association membership.

ARTICLE 21
EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT

If a lot shall encroach upon any common element, limited common element or upon any other lot, by reason of original construction or by the non-purposeful or non-negligent act of the lot owner, then an easement appurtenant to such encroaching lot to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any lot by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element to the extent of such encroachment will exist so long as such encroachment shall exist.

ARTICLE 23
WAIVER OF RIGHTS

The failure of the Association, or any lot owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 24
TYPE OF OWNERSHIP

Ownership of each condominium parcel shall be by Deed conveying fee simple title appurtenant to such lot. There shall be included in each parcel the undivided share in the common elements as aforescribed. The deed shall be subject to easements and restrictions of record, zoning ordinances, taxes for the current year, and to the terms of the Declaration of Condominium.

ARTICLE 25
TERMINATION

This condominium may be voluntarily terminated in the manner provided for in the Condominium Act at any time.

ARTICLE 26
COVENANTS AND AMENDMENTS

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every lot owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

Amendments to the Declaration may be proposed by the Board of Directors, or by a petition signed by at least twenty-five percent (25%) of the unit owners, provided that any amendment proposed by the owners is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be provided to all owners at least fourteen (14) days prior to the meeting where the voting will take place, together with a notice of the membership meeting where the proposed amendments will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting. Amendments must be approved by at least two thirds (2/3) of those owners who participate in the voting, in person or by proxy, at a membership meeting, provided that a majority of all members entitled to vote must participate in the voting in order for the vote to be valid. As to any amendments which are approved, a Certificate of Amendment signed by the president or vice president, with two witnesses and a notary, will be recorded in the Pinellas County Public Records with the approved amendments.

ARTICLE 27
INVALIDATION AND OPERATION

Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order or statute shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 28
INTERPRETATION

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 718 of the Florida Statutes.

END OF AMENDED AND RESTATED DECLARATION

PINELLAS COUNTY FLA.
OFF. REC. BK 8549 PG 52

BRIAR CREEK MOBILE HOME COMMUNITY II, INC.

BOUNDARY DESCRIPTION

DESCRIPTION:

Commence at the S.W. corner of the N.E. 1/4 of Section 21, Township 28 South, Range 16 East and go S. 89°-22'-43" E., 668.56 feet, along the south boundary of the S.W. 1/4 of the N.E. 1/4 of said Section 21; thence N. 00°-12'-26" W., 333.36 feet, along the east boundary of the S.W. 1/4 of the S.W. 1/4 of the N.E. 1/4 of said Section 21; thence S. 89°-16'-54" E., 300.00 feet, along the south boundary of the north 1/2 of the S.E. 1/4 of the S.W. 1/4 of the N.E. 1/4 of said Section 21, to the P.O.B.; thence continue along said south boundary S. 89°-16'-54" E., 368.37 feet; thence S. 00°-14'-35" E., 332.24 feet, along the west boundary of the S.E. 1/4 of the N.E. 1/4 of the aforementioned Section 21 to the S.W. corner of the S.E. 1/4 of the N.E. 1/4 of Section 21; thence S. 00°-12'-27" E., 41.00 feet, along the west boundary of the east 1/2 of the S.E. 1/4 of Section 21; thence N. 89°-46'-42" E., 1337.00 feet, to a point on the east boundary of the aforementioned Section 21; thence N. 00°-14'-36" W., 21.33 feet, along the east boundary of Section 21 to the S.E. corner of the N.E. 1/4 of Section 21; thence N. 00°-18'-56" W., 784.44 feet, along the east boundary of Section 21 to a point on the west right-of-way line of the Lake Tarpon Outfall Canal; thence N. 47°-01'-09" W., 800.50 feet, along said west right-of-way line; thence N. 88°-59'-26" W., 752.85 feet, along the north boundary of the S.E. 1/4 of the N.E. 1/4 of Section 21; thence N. 00°-14'-35" W., 800.59 feet, along the east boundary of the N.W. 1/4 of the N.E. 1/4 of said Section 21, to a point on the west right-of-way line of the Lake Tarpon Outfall Canal; thence N. 34°-32'-49" W., 125.56 feet, along said west right-of-way line; thence S. 55°-27'-11" W., 45.00 feet, along said right-of-way line; thence N. 34°-32'-49" W., 120.00 feet, along said right-of-way line; thence S. 61°-35'-14" W., 223.24 feet; thence S. 49°-34'-02" W., 73.18 feet; thence S. 52°-25'-15" W., 55.58 feet; thence S. 27°-43'-27" W., 46.93 feet; thence S. 16°-18'-05" W., 130.00 feet; thence S. 73°-41'-55" E., 87.00 feet; thence S. 69°-48'-57" E., 61.28 feet; thence S. 58°-08'-52" E., 64.70 feet; thence S. 49°-02'-45" E., 61.61 feet; thence S. 48°-07'-20" W., 58.42 feet; thence S. 42°-57'-16" W., 19.81 feet; thence S. 15°-50'-35" W., 30.87 feet; thence S. 05°-01'-06" W., 29.42 feet; thence S. 11°-08'-34" W., 33.63 feet; thence S. 31°-32'-05" W., 77.44 feet; thence N. 49°-50'-38" W., 20.93 feet; thence N. 33°-19'-52" W., 66.43 feet; thence N. 54°-19'-25" W., 24.01 feet; thence N. 53°-50'-49" W., 38.33 feet; thence N. 77°-07'-56" W., 50.09 feet; thence S. 76°-02'-46" W., 26.00 feet; thence S. 46°-23'-33" W., 44.96 feet; thence S. 16°-18'-05" W., 40.00 feet; thence S. 11°-10'-23" E., 28.18 feet; thence S. 22°-31'-15" E., 23.38 feet; thence S. 45°-51'-18" E., 38.00 feet; thence S. 44°-08'-42" W., 62.50 feet; thence S. 63°-53'-19" W., 27.01 feet; thence S. 44°-08'-42" W., 48.00 feet; thence S. 15°-38'-18" W., 30.00 feet; thence S. 01°-30'-29" W., 7.09 feet; thence S. 44°-08'-42" W., 63.00 feet; thence S. 86°-07'-56" W., 40.36 feet; thence S. 44°-08'-42" W., 27.00 feet; thence S. 07°-26'-31" W., 26.65 feet; thence S. 26°-33'-54" E., 16.77 feet; thence S. 49°-50'-38" E., 41.87 feet; thence S. 32°-54'-23" E., 31.25 feet; thence S. 79°-37'-30" E., 62.53 feet; thence S. 73°-24'-33" E., 27.00 feet; thence N. 80°-30'-08" E., 25.49 feet; thence N. 62°-52'-43" E., 23.03 feet; thence N. 31°-17'-35" E., 29.84 feet; thence N. 03°-56'-43" W., 29.07 feet; thence N. 24°-29'-36" W., 28.01 feet; thence S. 44°-03'-25" E., 154.00 feet; thence N. 45°-56'-35" E., 13.24 feet; thence S. 44°-03'-25" E., 30.00 feet; thence along a curve to the right that has a Radius of 100.00 feet, an Arc length of 76.49 feet, a Chord length of 74.63 feet, a Chord Bearing of S. 22°-08'-44" E.; thence S. 00°-14'-04" E., 212.58 feet; thence S. 45°-14'-04" E., 14.14 feet; thence S. 00°-14'-04" E., 14.00 feet; thence S. 89°-45'-56" W., 50.00 feet; thence N. 00°-14'-04" W., 14.00 feet; thence N. 44°-45'-56" E., 14.14 feet; thence S. 89°-45'-56" W., 70.00 feet; thence S. 00°-14'-04" E., 50.08 feet; thence along a curve to the right that has a Radius of 530.00 feet, an Arc length of 9.18 feet, a Chord length of 9.18 feet, a Chord Bearing of S. 64°-24'-02" E.; thence along a curve to the left that has a Radius of 470.00 feet, an Arc length of 98.34 feet, a Chord length of 98.17 feet, a Chord Bearing of S. 69°-53'-55" E.; thence S. 14°-06'-25" W., 60.00 feet; thence along a curve to the left that has a Radius of 530.00 feet, an Arc length of 75.89 feet, a Chord length of 75.83 feet, a Chord Bearing of S. 79°-59'-43" E.; thence S. 00°-09'-17" E., 362.21 feet; thence S. 89°-16'-50" E., 19.91 feet; thence S. 00°-43'-10" W., 110.00 feet, to the P.O.B. Containing 58.826 acres, more or less.

J.N. 10596
April 8, 1980

Exhibit "A"

JANUARY 1994 PAGE 16

DESCRIPTION:

Exhibit "B"

DEDICATION:

Deed of trust for future proceeds of, J. Warren Hughes and Ernie M. Forester, President and Secretary respectively of Briar Creek Mobile Home Development Corporation, 8175 McArthur-Bosch Road, Clearwater, Florida, have caused the land embraced on the Plot to be conveyed, laid out and platted as "BRIAR CREEK MOBILE HOME COMMUNITY, A CONDOMINIUM" and any right of way for ingress, egress and repairs and easements are shown and noted herein, shall for the common use of Briar Creek Mobile Home Community, a Condominium and for the use of Briar Creek Mobile Home Development Corporation and for Landmark Investments, Inc., its successors or assigns, and for the use of contiguous properties for future development and for such use as may be required under the easements heretofore granted and as reserved in the Declaration of Condominiums.

**BRIAR CREEK MOBILE HOME
DEVELOPMENT CORPORATION**
A Florida Corporation

**BRIAR CREEK MOBILE HOME
DEVELOPMENT CORPORATION**
A Florida Corporation

Witnesses: Hubert J. [Signature] by: J. Thomas Hughes
President
James L. Kincaid attests: Ernest G. [Signature]
Secretary

ACKNOWLEDGMENT:

STATE OF FLORIDA, I, J. J. Hendon, County Clerk for this 11th day of June, 1962, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be _____, Clerk of the Board of Supervisors and Secretary, respectively of Brier Creek Mobile Home Development Corporation, a Florida Corporation, to me known to be the persons who executed it and who executed the foregoing declaration and they acknowledge the execution thereof to be their free act and deed.

Witness my hand and official seal, this day and year first above written.

My Commission expires March 13, 1902 Donald H. Williams
Notary Public, State of
Florida at Large

SURVEYOR'S CERTIFICATE

I hereby certify that the description and plans of the condominium properties set out in Sheets 34, 35, 36 and 37 of these drawings describe the improvements and are sufficiently complete and such improvements together with the wording of the Declaration is a correct representation of the improvements described and that there can be determined therefrom the identification, locations and dimensions of each unit and of the common elements, and that all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common element facilities serving the condominium in which the units to be conveyed are located, have been substantially completed, an amendment to this Surveyor's Certificate shall be filed when the construction of the improvements are sufficiently complete so that such material, together with the wording of the Declaration relating to matters of the survey, is a true and correct representation of the improvements so that it can be determined therefrom the location, identification and dimensions of the common elements of each unit so it pertains to the condominium property set out on Sheets 3 and 9 of the plot of this condominium.

Date June 23, 1980

Santiago "Sandy" Lloveras
Fla. Reg. Surveor Cert. No. 1762
Fla. Reg. Engineer Cert. No. 8508

NOTES:

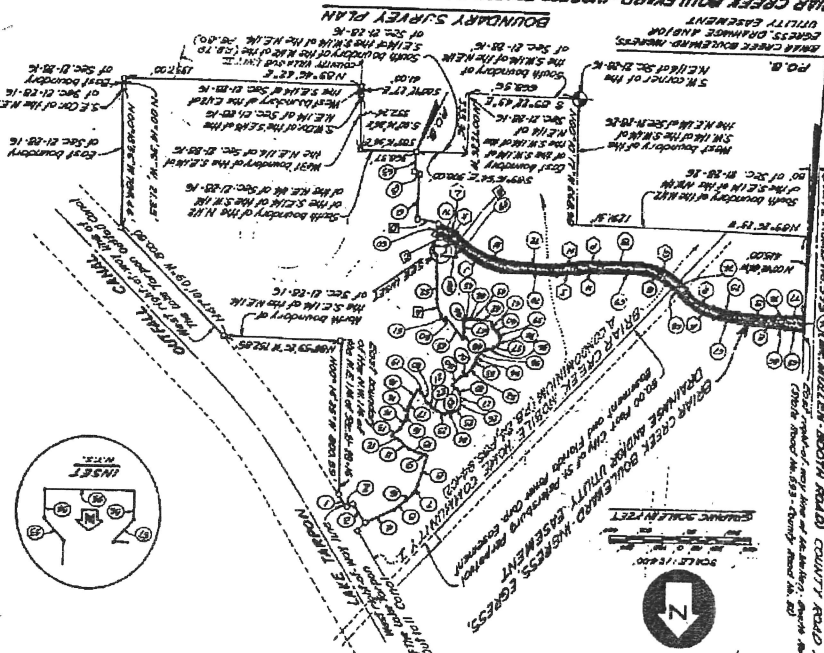
1. The Condominium unit is that certain parcel of Real Estate as depicted on the plat of Briar Creek Mobile Home Community II, a Condominium, and as described by lot and block number, together with the air space situate above the said described lot or parcel. The exterior boundaries of the said Condominium unit are denoted by bearings and dimensions as follows:
2. Common elements are all land areas and improvements shown on this plat, other than the Condominium units, defined and described in note (1) hereof. Each Condominium unit is located on an undivided 16.147-acre lot, interest in the common elements appurtenant to each Condominium unit.
3. The minimum land grade elevation for the said units is 0.5 feet and the maximum land grade elevation for the Condominium unit, together with the air space situate above the said lands, elevations are MSL(M.S.L.) Datum.

Prepared by:
LLOVERAS, BAUR and STEVENS
CONSULTING ENGINEERS-SURVEYORS
COUNTRY VILLA PLAZA 3210 U.S. HWY. 19 NO.
CLEARWATER, FLORIDA. JO No. 0596

Computed by: B.N.
Drawn by: R.E.
Comp. Ck'd. by: F.J.E.
Map Ck'd. by: B.N.
Approved by: S-

SHEET 1059

BRIAR CREEK MOBILE HOME COMMUNITY II, A CONDOMINIUM
A PART OF SECTION 21 TOWNSHIP 28 SOUTH, RANGE 16 EAST,
PINELLAS COUNTY, CITY OF SAFETY HARBOR, FLORIDA



00/01	1.01 .57 .005	59	00/59	1.37 .20 .095	26
16/01	3.06 .91 .495	23	10/15	1.47 .20 .095	18
17/01	1.41 .60 .005	59	10/25	1.29 .20 .095	06
00/03	1.41 .60 .005	59	00/25	1.81 .15 .335	82
00/05	2.30 .51 .005	65	00/31	3.51 .15 .335	82
00/10	1.30 .51 .005	65	00/35	1.50 .50 .115	51
00/15	2.25 .50 .005	65	00/39	1.55 .62 .335	52
00/20	1.30 .51 .005	65	00/45	1.39 .20 .115	50
00/25	1.30 .51 .005	65	00/50	1.39 .20 .115	50
00/30	1.30 .51 .005	65	00/55	1.39 .20 .115	50
00/35	1.30 .51 .005	65	00/59	1.39 .20 .115	50
00/40	1.30 .51 .005	65	00/65	1.39 .20 .115	50
00/45	1.30 .51 .005	65	00/70	1.39 .20 .115	50
00/50	1.30 .51 .005	65	00/75	1.39 .20 .115	50
00/55	1.30 .51 .005	65	00/80	1.39 .20 .115	50
00/60	1.30 .51 .005	65	00/85	1.39 .20 .115	50
00/65	1.30 .51 .005	65	00/90	1.39 .20 .115	50
00/70	1.30 .51 .005	65	00/95	1.39 .20 .115	50
00/75	1.30 .51 .005	65	00/00	1.39 .20 .115	50
00/80	1.30 .51 .005	65	00/05	1.39 .20 .115	50
00/85	1.30 .51 .005	65	00/10	1.39 .20 .115	50
00/90	1.30 .51 .005	65	00/15	1.39 .20 .115	50
00/95	1.30 .51 .005	65	00/20	1.39 .20 .115	50
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NO.	RADIUS	ARC	CHORD	CHORD BEARING
1	100.00	76.69	74.65	522.08
2	950.00	9.18	9.15	360.00
3	470.00	98.58	98.16	569.55
4	350.00	75.89	75.05	579.59

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SWINGING CABLE DATA	DATE	TIME	SWINGING

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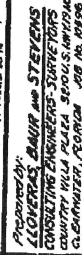
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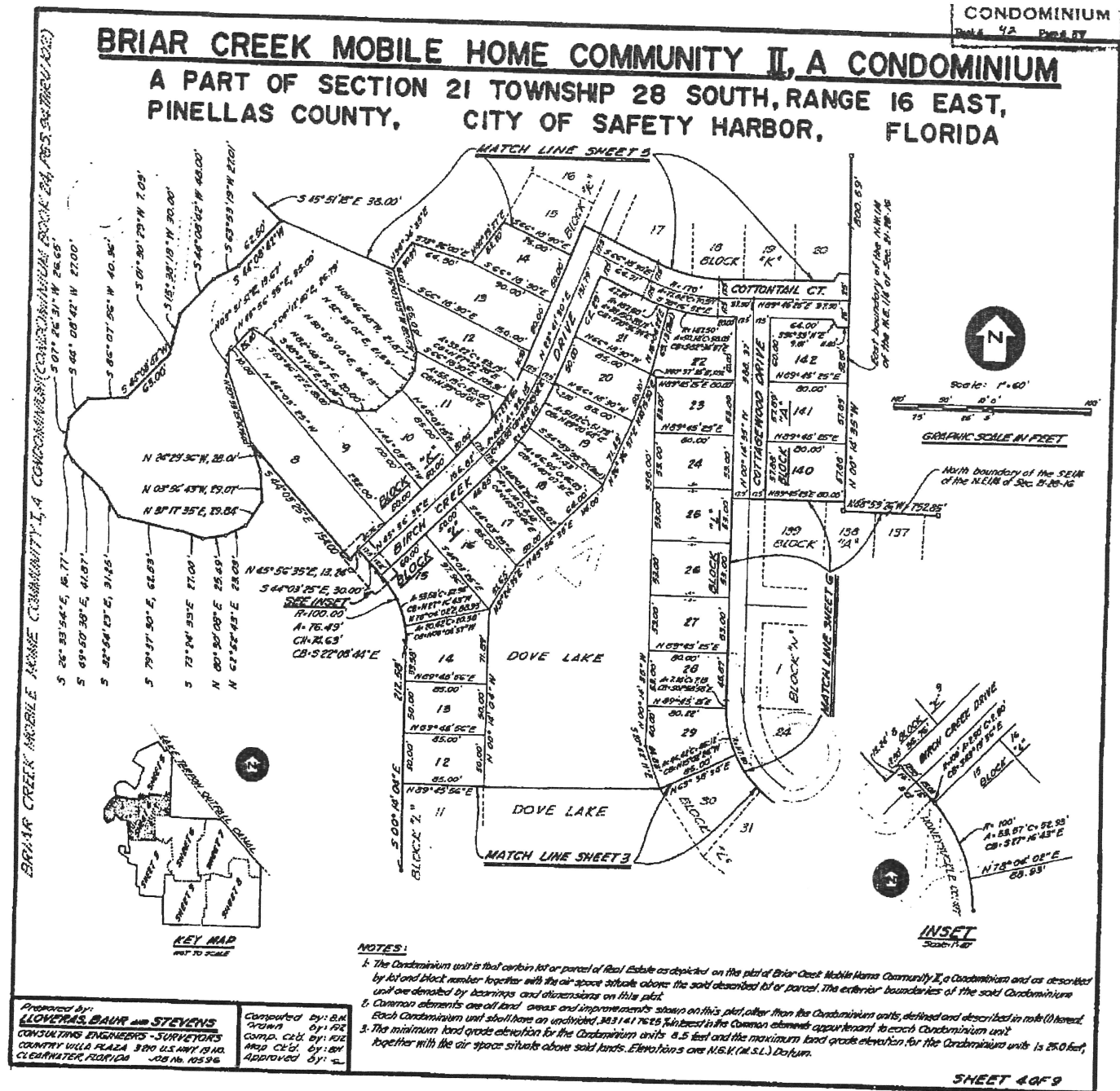
Prepared by:
LOWENAS, MARR & STEVENS
CONSULTING ENGINEERS-SURVEYORS
COUNTY WILLAMETTE, CLATSOP,
CLEARWATER, CLATSOP,
JOB NO. 10596

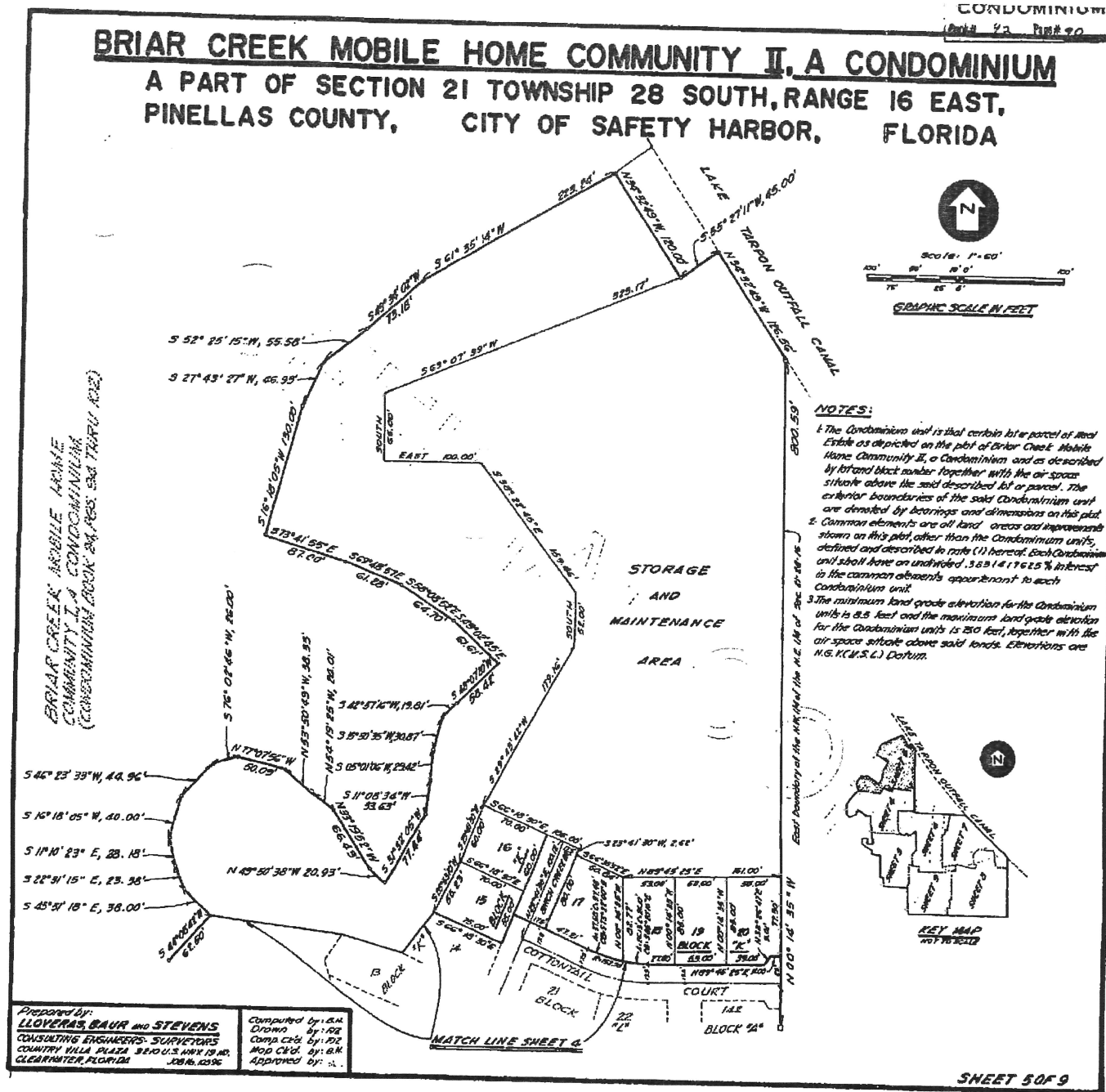
Computed by: B.H.
Drawn by: J.S.
Comp. Ctd. by: J.S.
Map Ctd. by: B.H.
Approved by: A.

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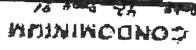
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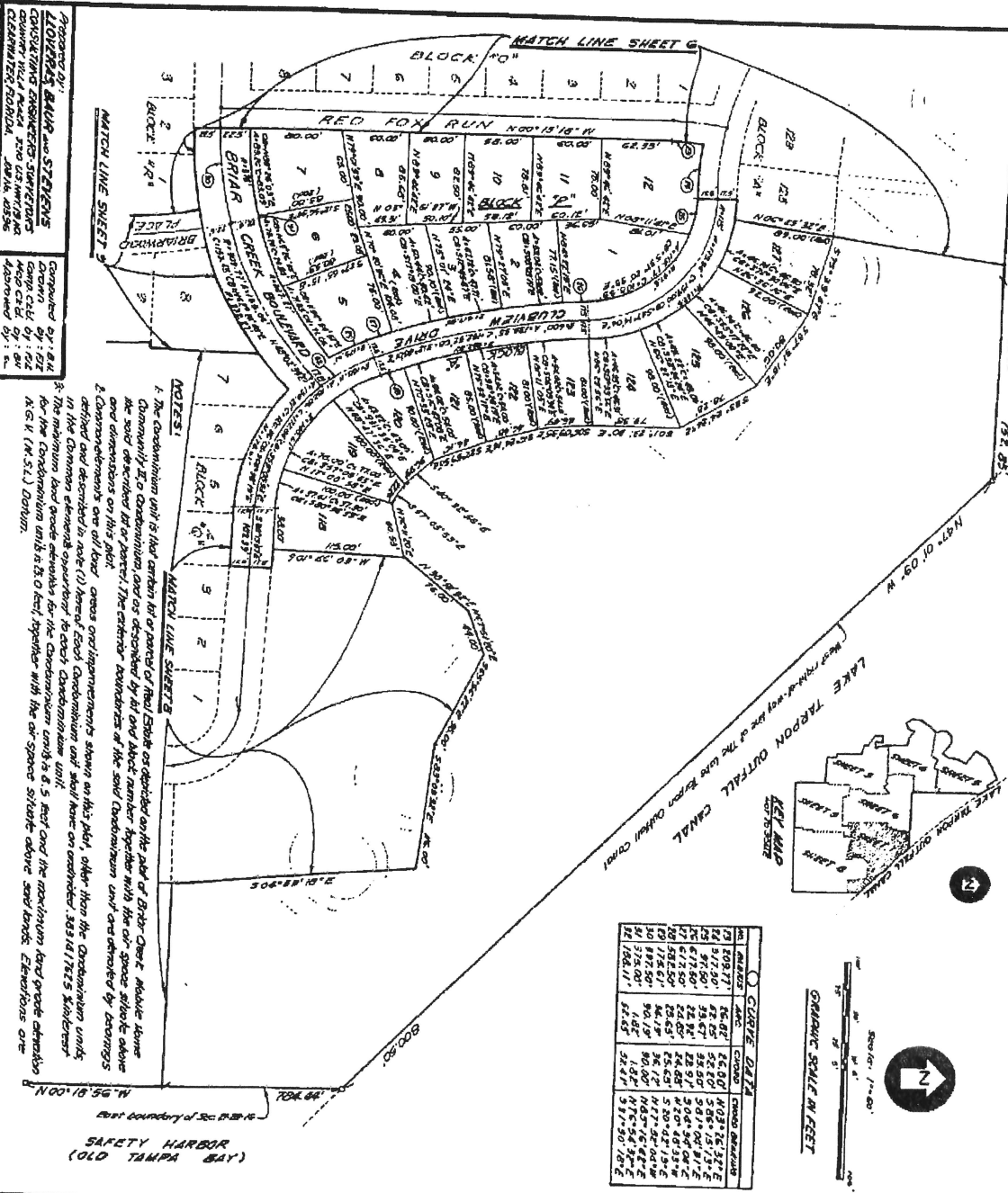


BRIAR CREEK MOBILE HOME COMMUNITY II, A CONDOMINIUM **A PART OF SECTION 21 TOWNSHIP 28 SOUTH, RANGE 16 EAST,** **PINELLAS COUNTY,** **CITY OF SAFETY HARBOR,** **FLORIDA**

01 00' 59" 16" W North boundary of the Section
 792.85' New H.E. 16 of Sec. 21-28-16

Prepared by:
ALLEN R. BLAIR and STEPHENS
 CONSULTING ENGINEERS-SURVEYORS
 1100 W. H. RIVER ROAD, SUITE 100
 CLEARWATER, FLORIDA 34616-0536

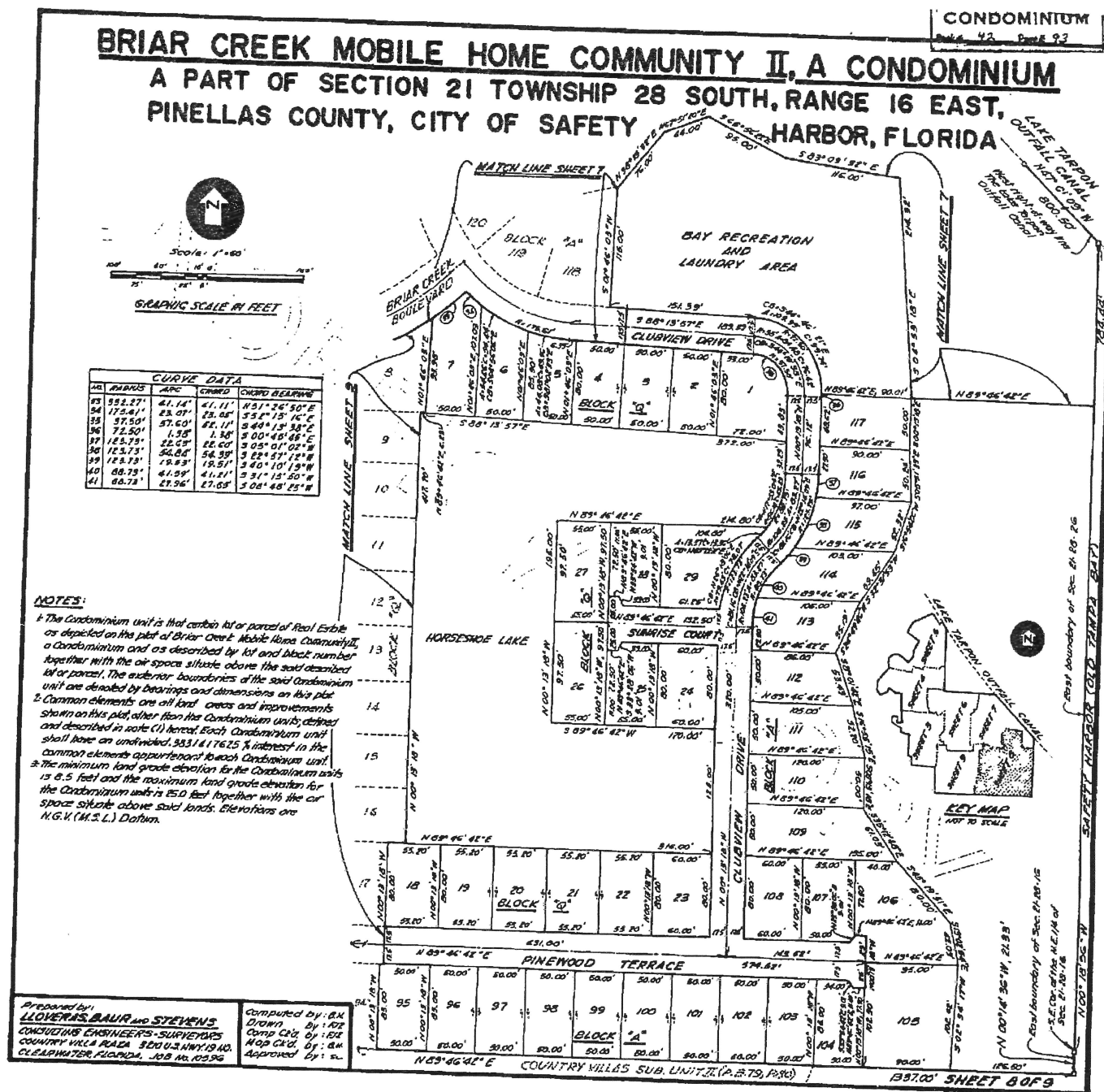
Computed by: R.L.
 Checked by: R.L.
 Approved by: R.L.



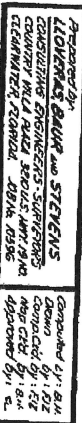
NO.	ANGLE	ARC	CHORD	CHORD BEARING
1	108.77°	56.87'	56.80'	N 03° 26' 12\"/>

NOTES:

- The Condominium unit is that certain lot or parcel of land Estate as depicted on the plat of Briar Creek Mobile Home Community II, a Condominium, and as described by lot and block number together with the lot space shown above the lot and block number, and as depicted by lot and block number together with the lot space shown above the lot and block number on this plat.
- Condominium units are all land areas and improvements shown on this plat, other than the Condominium units in the Condominium elements operating to each Condominium unit.
- The Condominium unit is 3.0 feet, together with the lot space shown above the lot and block number, and as depicted by lot and block number on this plat.



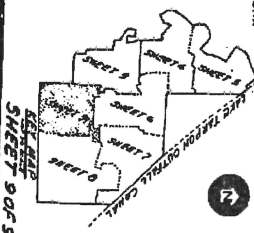
CONDOMINIUM



f. The *Carolinianum* may be that variety or a parent of *Reichsblau* as described on the plant of Erben. Chief Middle Name: *Carolinianum*. II. a *Carolinianum* can be described by a brief but fuller number together with the air space which shows the seed separated to its parent. The exterior boundaries of the seed (*Carolinianum* used) are obtained by drawings and dimensions on this page.

g. *Carolinianum* elements are off leaf bases and measurements shown on this plant other than the *Carolinianum* units obtained and described in (b)(1). Several *Carolinianum* units will have an unbroken 3.58 ± 0.025 inches in the common elements appropriate to each *Carolinianum* unit.

h. The *Carolinianum* leaf grade descriptor for the *Carolinianum* units is 0.5 and the *Carolinianum* leaf grade descriptor for the *Carolinianum* units is 5.50 and together with the air space stated above are: Woods, *Euterichus* are 46.7 (M.31), Dublin.



PINELLAS COUNTY FLA.
OFF.REC.BK 8549 PG 53

EACH UNIT'S OWNERSHIP STATED AS

A FRACTION OF COMMON ELEMENT

Each of the 261 units will own the same undivided fractional interest in the common elements, and will bear the same fractional interest of the common expenses and be entitled to the same fractional interest of any common surplus. Each unit's undivided interest, stated as a fraction, in the common elements, is a 1/261st fractional interest.

Exhibit "C"



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304
904-486-8472

May 8, 1980

Harry S. Cline, Esq.
P. O. Box 1669
Clearwater, Fl 33517

Ref. #: 148

Dear Mr. Cline:

Articles of Incorporation for BRIAR CREEK MOBILE HOME COMMUNITY II, INC., a corporation not for profit, were filed on May 5, 1980, and assigned charter number 752346. Your check for \$38.00 has been deposited.

Enclosed is a certified copy of the articles.

If you desire further information please telephone (904)487-1322, Word Processing Section.

Sincerely,

D. W. McKinnon, Director
Division of Corporations

DWM/jh

EXHIBIT NO. 3

WP-101
1/79

State of Florida

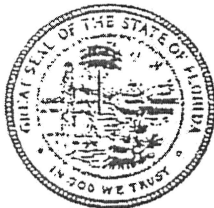


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BRIAR CREEK MOBILE HOME COMMUNITY II, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 5, 1980, as shown by the records of this office.

The charter number for this corporation is 752346.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of May, 1980.



CER 101 Rev. 3-79

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

BRIAR CREEK MOBILE HOME COMMUNITY II, INC.

The undersigned, by these articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be BRIAR CREEK MOBILE HOME COMMUNITY II, INC. The principal place of business shall be 175 Clubview Drive, Safety Harbor, Florida. This corporation is referred to herein as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is the operation of a condominium, according to the Declaration of Condominium now, or hereinafter, recorded in the Public Records of Pinellas County, Florida, and located upon lands in Pinellas County, Florida, pursuant to Florida Statutes 718.

ARTICLE III

MEMBERS

The members of the Association shall constitute all of the record owners of condominium units in BRIAR CREEK MOBILE HOME COMMUNITY II, INC. Admission to membership shall be established by the recording in the Public Records of Pinellas County, Florida, a Deed or other instrument establishing a record title to the unit in the condominium. The owner of each unit shall be entitled to one vote as a member of the Association.

ARTICLE IV

TERM

The term of the Association shall be perpetual unless all of the condominiums comprising such Association are terminated. In the event of such termination, the Association shall be dissolved in accordance with the applicable dissolution statute existing at such time.

ARTICLE V

DIRECTORS

The affairs of the Association shall be managed by a Board of Directors in a number determined by the By-Laws, but not less than three (3) Directors shall be authorized. Directors must be members of the Association. Members of the Board of Directors shall be elected, hold office, and be removed and replaced in the manner provided by the By-Laws.

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, provided that there shall be no such indemnification where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

ARTICLES VIII

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the respective Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as they may be amended from time to time, including but not limited to the following:
 - A. To make and collect assessments against members to defray the costs, meet the expenses and obligations and losses of the condominium
 - B. To use the proceeds of assessments in the exercise of its powers and duties.
 - C. To maintain, repair, replace and operate condominium property.
 - D. To purchase insurance upon the condominium property and for the protection of the Association and its members.
 - E. To reconstruct improvements after casualty and to further improve the property.
 - F. To make and amend reasonable regulations respecting the use of the property.
 - G. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and By-Laws.
 - H. To enforce by legal means the provisions of the condominium Act, the respective Declaration of Condominium, these Articles, the By-Laws of the Association, and regulations of the condominium.
 - I. To contract for the management of the condominium with other parties for the operation, maintenance and repair of the condominium property. The Association shall, however, retain at all times the power and duties granted it by the Condominium Act.
 - J. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

K. To enter into leases or other agreements for recreation facilities for the use and benefit of the Association.

L. To employ personnel to perform the services required for the proper operation of the condominium.

3. The Association shall have the power to purchase a unit in the condominium, except as may be originally restricted in the Declaration of Condominium, and may bid in at sales and foreclosure of liens for assessments of common expenses, at which sales the Association shall bid no more than the amount secured by its lien.

4. All funds and the title to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the respective Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

5. These powers may be exercised by the Directors or Officers in a proper and lawful manner notwithstanding the fact that some or all of the Officers and Directors may be directly or indirectly involved in the exercise of such powers and in the negotiation and consummation of agreements executed pursuant to such powers and all such agreements shall be presumed conclusively to have been made and entered into by the Directors and Officers of this Association in the valid exercise of their lawful authority.

ARTICLE IX

DEFINITIONS

The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to these Articles of Incorporation.

IN WITNESS WHEREOF, the subscribers have affixed their hands and seals this 10th day of January 1994.

In the Presence of:

BRIAR CREEK MOBILE HOME COMMUNITY
II, INC.

Marian H. Murray
Marian H. Murray

By: John Madlung (SEAL)
John Madlung, President

Joan C. Davis
Joan C. Davis

Attest: Rita M. Nolet (SEAL)
Rita M. Nolet, Secretary

State of Florida
County of Pinellas

I HEREBY CERTIFY that on this 10th day of January, 1994, personally appeared John Madlung and Rita Nolet, to me well known and well known to me to be the persons described and who acknowledge to me that they executed the foregoing Articles of Incorporation, as a free and voluntary act and deed, for the uses and purposes therein expressed.

WITNESS my hand and official seal the day and year first above written.

Thelma M. Meadows
Notary Public
THELMA M. MEADOWS

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. AUG. 16, 1995
NOT GENERAL INS. UND.

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

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF BRIAR CREEK
MOBILE HOME COMMUNITY II, INC.

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Bylaws of Briar Creek Mobile Home Community II, Inc., recorded in Official Records Book 8549, Page 69, et seq., in the Public Records of Pinellas County, Florida, were amended at a duly called meeting of the members of Briar Creek Mobile Home Community II, Inc., on December 6, 2021. The adopted Amended and Restated Bylaws of Briar Creek Mobile Home Community II, Inc. are attached hereto. The Declaration of Condominium of Briar Creek Mobile Home Community II, Inc., was originally recorded in Official Records Book 5039, Page 1378 in the Public Records of Pinellas County.

IN WITNESS WHEREOF, the Briar Creek Mobile Home Community II, Inc., has caused this instrument to be signed by its duly authorized officer on this 11 day of March, 2022.

Joan C. Davis
(Signature of Witness #1)

JOAN C. DAVIS

(Printed Name of Witness #1)

Maureen C. Beardon
(Signature of Witness #2)

Maureen C. Beardon
(Printed Name of Witness #2)

BRIAR CREEK MOBILE HOME
COMMUNITY II, INC.

By:

Robert C. Raynor
(Signature)

Robert C. Raynor
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of March, 2022, by Robert Raynor, as President of Briar Creek Mobile Home Community II, Inc., on behalf of the corporation, and ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Amy L. Carson
NOTARY PUBLIC - State of Florida at Large



AMY L. CARSON
Commission # GG 358197
Expires August 26, 2023
Bonded Thru Budget Notary Services

AMENDED AND RESTATED BYLAWS OF BRIAR CREEK
MOBILE HOME COMMUNITY II, INC.
(a corporation not for profit)

*Substantial rewording of the Bylaws.
Please see existing Bylaws for present text.*

This document consolidates, restates, further amends, supersedes and replaces all previously recorded amendments to the Bylaws of Briar Creek Mobile Home Community II, Inc., which were originally recorded in Pinellas County, Florida Official Records Book 8549, page 69, and thereafter successively amended.

ARTICLE 1
GENERAL

- 1.1 Identity. These are the amended and restated Bylaws of Briar Creek Mobile Home Community II, Inc., hereinafter referred to as the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapters 617 and 718 of the Florida Statutes. Chapter 718 of the Florida Statutes is hereinafter referred to as the "Condominium Act".
- 1.2 Fiscal Year. The fiscal year of the Association shall be as is determined by the Board of Directors.
- 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit," and the year of incorporation.
- 1.4 Definitions. The terms used herein shall be as defined in the Condominium Act, and the Declaration of Condominium of Briar Creek Mobile Home Community II, a Condominium.

ARTICLE 2
MEMBERSHIP MEETINGS

- 2.1 Annual Membership Meeting. The annual membership meeting shall be held in December of each year, on the date, time, and place designated by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business authorized to be transacted by the unit owners.
- 2.2 Special Membership Meeting. Special membership meetings shall be held whenever called by the president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from unit owners entitled to cast twenty percent (20%) of the eligible voting interests. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

- 2.3 Notice. Notice of all membership meetings stating the time, place, subjects, and purposes for which the membership meeting is called, shall be given by the president, secretary, or managing agent for the Association, unless the right to receive notice is waived in writing. Such notice shall be in writing to each unit owner at the unit owner's address as it appears on the books of the Association and shall be mailed by regular mail not less than fourteen (14) nor more than sixty (60) days prior to the date of the membership meeting. Notice may be electronically transmitted to those unit owners who consent to receive such electronic transmission in writing. Notice of the membership meetings shall be posted continuously and conspicuously on the condominium property for at least fourteen (14) days in advance of such membership meeting for the unit owners' attention, if required by the Condominium Act.
- 2.4 Electronic Voting, Notice, and Documents.
- (A) Electronic Voting. Electronic voting is permitted in accordance with the Florida Statutes as amended from time to time. The Board of Directors may adopt policies and procedures related to electronic voting provided such policies and procedures are consistent with all applicable statutory requirements.
 - (B) Electronic Notice. Notice of meetings of the Board of Directors, unit owner meetings (except unit owner meetings called to recall Board members), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission.
 - (C) Documents. Whenever the governing documents require a document, record, or instrument be written or in writing, the requirement shall be deemed satisfied by the use of an electronic document. Electronic document shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents, and instruments shall not be denied effect or validity solely on the grounds that they are electronic.
 - (D) Signatures. Whenever the governing documents require a signature, an electronic signature satisfies that requirement only if:
 - (1) The signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or
 - (2) The Board reasonably believes that the signatory affixed the signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.
 - (E) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record, or instrument. Pending

verification, the Board may refuse to accept any electronic signature, document, record, or instrument that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any member or any other person for accepting or acting in reliance upon an electronic signature or electronic document which the Board reasonably believes to be authentic. Any member or person who negligently, recklessly, or intentionally submits any falsified electronic document or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees, and expenses incurred as a result of such acts.

- 2.5 Quorum. A quorum at any membership meetings shall consist of a majority of the total eligible voting interests of the Association, including those unit owners present in person and those represented by limited proxy. The acts approved by a majority of the votes present at a membership meeting at which a quorum is present, shall constitute the acts of the unit owners, except when approval by a greater number of unit owners is required by the Condominium Act, the Declaration, the Articles of Incorporation, or these Bylaws.
- 2.6 Voting. Unit owners are entitled to one (1) vote for each unit owned. If a unit is owned by one (1) natural person, individually or as trustee, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more persons, that unit's vote may be cast by any of the owners provided only one (1) vote shall be cast. If multiple owners of a unit cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another owner, the vote for that unit will not be counted. The vote of a unit owner who is not a natural person, shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.
- 2.7 Limited Proxies. Votes may be cast in person or by limited proxy. The limited proxy vote may be made by any person entitled to vote and shall be valid only for the particular membership meeting so designated, as well as any adjournments thereof. In no event, shall any limited proxy be valid for a period longer than ninety (90) days after the date of the first membership meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Said limited proxy must be filed with the secretary or management agent before the appointed time of the membership meeting or any adjournment thereof. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.
- 2.8 Adjourned Membership Meetings. If any membership meeting cannot be organized because a quorum has not been obtained, the unit owners who are present, either in person or by limited proxy, may adjourn the meeting from time to time until a quorum is present.
- 2.9 The Order of Business. The order of business at annual membership meetings, and to the extent applicable at other membership meetings, shall be:
 - (A) Calling of the roll and certifying of proxies.

- (B) Proof of notice of meeting or waiver of notice.
 - (C) Appointment of inspectors of election.
 - (D) Election of the Board of Directors.
 - (E) Reading and disposal of any unapproved minutes.
 - (F) Reports of officers.
 - (G) Reports of committees.
 - (H) Unfinished business.
 - (I) New business.
 - (J) Adjournment.
- 2.10 Minutes. Minutes of all membership meetings shall be kept in a business-like manner and available for inspection by unit owners and the Board of Directors at all reasonable times.

ARTICLE 3 BOARD OF DIRECTORS

- 3.1 Membership. All members of the Board of Directors shall be members of the Association.
- 3.2 Election of Directors. The election of the Board of Directors shall be conducted in the following manner:
- (A) Election of Board of Directors shall be held at the annual membership meeting, in accordance with the Condominium Act and the election procedures adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, as amended from time to time. Such procedures may specifically include voting by electronic means.
 - (B) The election shall be by plurality of the votes cast, each person voting being entitled to cast the votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - (C) There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

- (D) In accordance with the Condominium Act, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, either by electronic transmission, or by regular US mail (whether separately or included in another Association mailing, which includes regularly published newsletters), or by hand delivery, a first notice of the date of election to each unit owner entitled to vote. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must deliver written notice to the Association not less than forty (40) days before a scheduled election.
 - (E) The Association shall mail, deliver, or electronically transmit a second notice of election to all owners entitled to vote therein, together with a ballot which shall list all candidates and the written notice and agenda. The second notice must be mailed, electronically transmitted, or delivered to each unit owner at least fourteen (14) days prior to the annual meeting. Upon request of a candidate, the Association shall include an information sheet, no larger than eight and one-half (8-½) inches by eleven (11) inches, which must be furnished by the candidate to the Association not less than thirty-five (35) days before the election, in order to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Procedures for counting of votes shall be as established by the Division of Florida Condominiums, Timeshares, and Mobile Homes.
- 3.3 Vacancy. If any director position becomes vacant by reason of death, resignation, retirement, disqualification, removal or otherwise, the remaining members of the Board of Directors shall call a special Board meeting, quorum requirements withheld, in which the remaining members of the Board of Directors shall choose a successor who shall hold the director's position on the Board of Directors for the unexpired term for which such vacancy occurred.
- 3.4 Recall. Any director may be recalled from the Board of Directors with or without cause by the vote or agreement in writing of a majority of all eligible voting interests of the unit owners in accordance with the procedures set forth by the Florida Division of Condominiums, Timeshares and Mobile Homes, as may be amended from time to time.
- 3.5 Number and Term of the Board of Directors.
- (A) The number of Directors shall be seven (7), but may be decreased to not less than three (3) or increased to no more than eleven (11) by a vote of the Board of Directors at a duly noticed meeting not less than ninety (90) days prior to the election for which such change in number shall be effective. The term of office for Directors shall be staggered periods of two (2) years, and each Director shall serve until the annual membership meeting in the year in which such Director's term expires, or until such Director is removed in a manner elsewhere provided.
 - (B) In order to preserve the staggering of terms, in any election year where the total number of directors has been increased or decreased by the Board prior to the

election in the manner set forth above, the majority of newly elected directors who receive the largest number of votes shall be elected for a two-year term. The remaining directors shall be elected for a one-year term of office. In the event that there is no election held due to there being equal or fewer candidates than vacancies on the Board of Directors, the new directors shall either agree among themselves as to how the staggering of terms shall be implemented, or they shall draw lots in order to determine whether each director shall serve a one-year term or a two-year term. The terms of office of all successors will be two years.

- (C) Notwithstanding any other provision of the Bylaws, any person appointed to fill a vacancy on the Board of Directors shall serve for the remaining unexpired term of the position on the Board that is being filled.
- 3.6 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary if such meeting is held immediately following the annual membership meeting.
- 3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by the president or by a majority of the Board of Directors. Notice of regular meetings shall be posted on the property and provided to the directors at least forty-eight (48) hours prior to the time of such meeting as required by the Condominium Act as amended from time to time.
- 3.8 Special Meetings. Special meetings of the Board of Directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the Board of Directors. Except in an emergency, notice of the meeting shall be posted on the property and provided to the directors at least forty-eight (48) hours prior to the time of such meeting as required by the Condominium Act as amended from time to time.
- 3.9 Notice.
 - (A) Any Director may waive notice of a meeting in writing, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice to such Director.
 - (B) The Association shall comply with the Condominium Act, as amended from time to time, regarding requirements for written and posted notice of Board of Directors meetings for the purpose of notifying unit owners of such meetings.
- 3.10 Quorum. A quorum at the Board of Director's meetings shall consist of a majority of the entire Board of Directors. Any director may participate in a regular or special meeting of the Board through the use of any means of communication by which all directors participating, and all members in attendance, may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present

in person at the meeting. The acts approved by a majority vote of the directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of the Board of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

- 3.11 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.
- 3.12 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of the action taken at such meeting by such director member.
- 3.13 Presiding Officer. The presiding officer of the Board of Directors' meetings shall be the president. In the absence of the president, the vice president shall preside. In the absence of the president and vice president, the remaining Board of Directors present shall designate one of the Board of Director members to preside.
- 3.14 Minutes. Minutes of all meetings of the Board of Directors and/or membership meetings shall be kept in a business-like manner and available for inspection by unit owners and the Board of Directors at all reasonable times.
- 3.15 Open Meetings. Meetings of the Board of Directors shall be open to all unit owners except as otherwise permitted under the Condominium Act as to Board of Directors meetings which are privileged and/or confidential. Unit owners shall have the right to participate in Board of Directors meetings as provided for in the statutes, and in rules adopted by the Board of Directors which are consistent with the statutes.

ARTICLE 4 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act:

- 4.1 To contract for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

- (A) All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one (1) year, shall be in writing.
 - (B) For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, attorneys, accountants, managers or management companies, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association.
 - (C) The Board need not accept the lowest bid.
- 4.2 To purchase the necessary equipment and tools required in the maintenance, care, and preservation of the common elements.
 - 4.3 To employ personnel to perform the services required for proper operation of the condominium.
 - 4.4 To make repairs, additions and improvements to, or alterations of, the condominium property, and make repairs to and restoration of the condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
 - 4.5 To operate and manage the condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Condominium as the same may be from time to time amended and to otherwise perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration, or the Bylaws or the Condominium Act.
 - 4.6 To negotiate and establish equitable prorations for the cost and expenses of replacements and maintenance, of any nature, to or for any properties, buildings, structures, facilities, or improvements, whether owned or leased by the Association and share in use and enjoyment with any other person, corporation, organization or condominium Association.
 - 4.7 To borrow money on behalf of the condominium when required in connection with the operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of the unit owners, by the affirmative vote of a majority of those voting members who participate in the voting, in person or by proxy, at a meeting duly called for such purpose, shall be required for the borrowing of any sum in excess of Fifty Thousand Dollars (\$50,000.00).

- 4.8 To convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- 4.9 To obtain and review insurance for the condominium property.
- 4.10 To maintain accounts at depositories on behalf of the Association and designate the signatories required therefor.
- 4.11 To enter into and upon the units when necessary and with as little inconvenience to the unit owner or tenant as possible in connection with the maintenance, care, and preservation of the condominium property.
- 4.12 To make, levy and collect assessments against owners and others to provide the funds to pay for common expenses of the condominium, as such terms are defined in the Declaration, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
- 4.13 To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violation of the governing documents.
- 4.14 To adopt an annual budget as more specifically provided herein.
- 4.15 To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium. To impose a lawful fee in connection with the approval of the transfer or sale of units, not to exceed the maximum amount permitted by law in any one case.
- 4.16 To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal, and specifically including the units in the condominium and to acquire units by foreclosure or otherwise, in the name of the Association in accordance with, and as may be permitted by the Florida Statutes.
- 4.17 To make, establish, and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements, and other condominium property, as said terms are defined in the Declaration.
- 4.18 To enforce obligations of the unit owners, to allocate profits and expenses, and to take such other actions as shall be deemed necessary and proper for the sound management of the condominium.
- 4.19 To enforce the provisions of the governing documents and to levy fines against unit owners for violations thereof. Fines will be imposed in accordance with the Florida Statutes.

- 4.20 In the event of any emergency as defined below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by the Condominium Act, and other sections of the Florida Statutes, as amended from time to time.
- (A) The Board of Directors may name an assistant officer who is not a member of the Board of Directors, and said assistant officer shall have the same authority as the elected officer to whom they assist during the period of the emergency, to accommodate the incapacity or unavailability of any elected officer of the Association.
 - (B) The Board of Directors may declare any portion of the common areas unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents or invitees to protect the health, safety, or welfare of such persons; determine whether the common areas, facilities and improvements can be safely accessed, occupied and/or used; and mitigate damage, including taking action to prevent or mitigate the spread of disease, fungus or any other microbial agent; and contract for items or services for which the owners are otherwise individually responsible, but which are necessary to prevent potential harm to residents or further damage to the condominium property.
 - (C) The Board of Directors may hold meetings with notice given only to those members of the Board of Directors with whom it is practical and reasonable to give such notice. The Board of Director members in attendance at such meeting shall constitute a quorum. One (1) member of the Board of Directors may be designated to act on behalf of the Board of Directors during such emergency. Membership meetings may be cancelled, delayed, rescheduled, etc. with notice provided in a manner that is practical and reasonable under the circumstances of the emergency. Membership meetings may also be conducted via electronic means.
 - (D) Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
 - (E) Any officer, Board of Director member, or employee of the Association acting with a reasonable belief that such actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
 - (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
 - (G) For purposes of this section, an emergency exists during a period of time that the condominium or the immediate geographic area in which the condominium is located is subjected to:

- (1) A state of emergency declared by local civil or law enforcement authorities;
 - (2) A declared public health crisis such as an epidemic or pandemic;
 - (3) A hurricane warning;
 - (4) A partial or complete evacuation order;
 - (5) Federal or state "disaster area" status; or
 - (6) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.
- (H) An emergency also exists for purposes of this section during the time when a quorum of the Board of Directors cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, public health crisis, or other similar event. A determination by any two (2) members of the Board of Directors, or by the president, that an emergency exists shall have presumptive validity.
- 4.21 The Board shall have the authority to adopt rules and regulations to supplement the provisions contained within the governing documents.
- 4.22 The Board of Directors may, by resolution duly adopted, appoint such committees as the Board of Directors may determine appropriate in management of the business and affairs of the Condominium, and invest in such committees such powers and responsibilities as the Board shall deem advisable. Committees authorized to take action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. No sitting Board member may serve simultaneously on the Social Club Committee Board.

ARTICLE 5 OFFICERS OF THE ASSOCIATION

- 5.1 **Officers.** The officers of the Association shall be a president, vice president, treasurer and a secretary, all of whom shall be members of the Board of Directors, and shall be elected annually by the Board of Directors. There may also be such assistant secretaries and assistant treasurers as the Board of Directors may from time to time determine. The Board of Directors may also appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such

authority and perform such duties as from time to time may be prescribed by the Board of Directors. Any person, except the president, may hold two (2) or more offices. However, nothing herein shall preclude the president acting or reporting for any other officer in the event of the absence or resignation of such officer, but only until such time as the officer is replaced. Removal of a director from the elected office held by a director shall require the affirmative vote of a majority of the total number of Board members. A vacancy in any office however, may be filled by a majority simple vote of the Board of Directors, present at a meeting at which a quorum has been attained.

- 5.2 President. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties usually vested in the office of president of an Association.
- 5.3 Vice President. The vice president shall exercise the powers and duties of the president in the event of the president's absence or disability. The vice president shall also assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.
- 5.4 Secretary. The secretary shall keep the minutes of all proceedings of the Board of Directors and the membership meetings. The secretary shall attend to the giving and serving of all notices to the membership and the Board of Directors and other notices required by law, and shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The secretary shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the Board of Directors or the president. The assistant secretary, if any, shall perform the duties of the secretary when the secretary is absent, and shall otherwise assist the secretary, as authorized by the Board of Directors from time to time.
- 5.5 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The treasurer shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of treasurer. The assistant treasurer, if any, shall perform the duties of the treasurer when the treasurer is absent, and shall otherwise assist the treasurer, as authorized by the Board of Directors from time to time.
- 5.6 Compensation. No compensation shall be paid to any officer of the Association.
- 5.7 Duties of the Manager. The Board of Directors may delegate to a manager of a management company such duties which would otherwise be performed by its secretary and treasurer as it deems appropriate, including recordkeeping, giving and receiving notices, keeping minutes, signing checks up to certain specified limits, and other duties and functions as determined appropriate by the Board of Directors from time to time.

ARTICLE 6
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

- 6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:
- (A) Operating Account. This account shall include line items for current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds.
 - (B) Reserve Account or Accounts. This account, or accounts, shall include a reserve for deferred maintenance (which shall include funds for maintenance items that occur less frequently than annually), a reserve for replacement (which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence, in addition to changes in applicable codes and requirements), and a reserve for betterments, (which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements).
- 6.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall comply with the requirements and procedures set forth in the Condominium Act as amended from time to time.
- 6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. The proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of ten thousand dollars (\$10,000.00) or more, or such other minimum threshold amount established by the Condominium Act as amended from time to time. The amount to be reserved for each item shall be computed by a formula based on the estimated remaining life and replacement cost of the item. These reserves must be funded unless the membership subsequently determine, by majority vote, to fund no reserves, or less than adequate reserves, for a fiscal year. The funds in a reserve account and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of the total eligible voting interests participating in the voting at a membership meeting, in person or by proxy. Reserve funds shall not be commingled in the same account as operating funds.
- 6.4 Operating Reserves. The Board of Directors may establish one (1) or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs,

minor improvements or special projects. These reserves offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any common expense approved by the Board of Directors.

- 6.5 Pooled Reserves. In accordance with the Condominium Act and Florida Administrative Code, the membership may establish a system of pooled reserves in lieu of separate reserve accounts for each of the required assets being maintained by the Association.
- 6.6 Assessments. Regular annual assessments against the unit owners for their share of the items of the budget shall be made for the fiscal year annually, and shall be payable in monthly installments, due on the first day of each month of each year, unless otherwise determined by the Board of Directors. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due monthly installment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at a general or special Board of Directors meeting.
- 6.7 Special Assessments. Special assessments may be imposed by the Board of Directors to meet certain unexpected, non-recurring, non-funded, or under-funded expenses. Special assessments are due on the date or dates specified in the resolution of the Board of Directors approving such assessments. The notice of any Board of Directors meeting at which a special assessment will be considered shall be given in the manner required by the Condominium Act as amended from time to time. The funds collected pursuant to a special assessment must be spent for the stated purpose(s) of such assessment and a separate accounting of the funds collected pursuant to such an assessment shall be maintained. Upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the unit owners or applied as a credit toward future assessments.
- 6.8 Default and Lien for Nonpayment. In the event any assessments are not paid by the unit owner, then a lien shall result upon the respective unit of the delinquent unit owner and said lien may be foreclosed as provided by the Condominium Act, as amended from time to time. The unit owner shall also be personally liable for all assessments, interest, late fees, costs and attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including costs and attorneys' fees incurred prior to any litigation and on appeal. If the unit is owned by more than one person, all owners will be jointly and severally liable.
- 6.9 Depository. The depository of the Association shall be such financial institutions as shall be designated from time to time by the Board of Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

- 6.10 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.
- 6.11 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors, or as required by the Condominium Act, as amended from time to time. A copy of any audit report received as a result of an audit shall be made available for inspection by unit owners and a copy of any such audit report shall be furnished to unit owners upon request.
- 6.12 Financial Reporting. Financial reporting shall be made to the unit owners in the manner required by the Condominium Act, as amended from time to time.

ARTICLE 7 AMENDMENTS.

- 7.1 Proposal of Amendment. Unit owners may propose an amendment to these Bylaws by instrument in writing directed to the president or secretary of the Board of Directors signed by not less than twenty percent (20%) of the total eligible voting interests in the condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Any proposed amendments shall be subject to editing as to form and legality by the Association's legal counsel. Amendments must be approved by at least two-thirds (2/3) of those members voting in person or by proxy at a membership meeting, provided that a majority of all members must participate in the voting in order for the vote to be valid.
- 7.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president or vice president of the Association and witnessed and notarized with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida.

ARTICLE 8 SEVERABILITY AND INTERPRETATION

- 8.1 The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of these Bylaws, shall not affect the validity of the remaining portions.
- 8.2 The provisions of Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be interpreted, construed, and applied to avoid inconsistencies or conflicting results whenever possible. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated herein.

END OF AMENDED AND RESTATED BYLAWS