

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OF  
BRIAR CREEK MOBILE HOME COMMUNITY, I, INC.**

WHEREAS, a Declaration of Condominium of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., a condominium, was duly filed April 18, 1977 in O.R. Book 4535, Page 1124, et seq., in and for the Public Records of Pinellas County, Florida (the "Original Declaration"), submitting properties to condominium ownership under said Declaration of Condominium; and

WHEREAS, subsequent to the Declaration of Condominium, it has been modified and amended from time to time; and

WHEREAS, the Association, BRIAR CREEK MOBILE HOME COMMUNITY I, INC., a not-for-profit Florida corporation, desires to restate and amend the Declaration of Condominium, including all amendments made through the date hereof, and to a single document; and

WHEREAS, the said Amended and Restated Declaration of Condominium (the "Amended and Restated Declaration"; the Original Declaration and the Amended and Restated Declaration are sometimes hereinafter collectively referred to as the "Declaration") has been duly adopted at a meeting of the Association on the 10th day of January, 2000 following unanimous adoption thereof by resolution of the Board of Directors proposing the amended and restated Declaration of Condominium, the undersigned officers of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., do hereby acknowledge and record this Amended and Restated Declaration of Condominium of BRIAR CREEK MOBILE HOME COMMUNITY I, a condominium.

BRIAR CREEK MOBILE HOME COMMUNITY I, INC., with consent from, and approval by, its constituent membership, obtained in accordance with the Declaration of Condominium then existing, and in accordance with its Bylaws, at a meeting called for such purpose on \_\_\_\_\_, makes the following Amended and Restated Declaration:

**1. PURPOSE:** The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon into the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act". Except where permissive variances therefrom appear in this Declaration, the annexed Amended and Restated By-Laws, or the Amended and Restated Articles of Incorporation of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., these instruments, the provisions of Chapter 718, including the definitions therein contained, are adopted herein by express reference as if set forth herein, and said statute, and this Declaration, the annexed Amended and Restated By-Laws and the Amended and Restated Articles of Incorporation of this corporation, shall govern this Condominium and the right, duties and responsibilities of Owners of Condominium Parcels therein.

**2. THE NAME:** The name by which this Condominium is to be identified is BRIAR CREEK MOBILE HOME COMMUNITY I, A CONDOMINIUM.

**3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:** The following property remains submitted to the condominium form of ownership.

**A. The Land.** The lands, lying and being situated in Pinellas County, Florida, as more particularly set forth on the survey and plans attached to the Original Declaration and incorporated by reference herein, which lands are herein called "the land", to the reservations and easements of record.

**B. Development Plan.** BRIAR CREEK MOBILE HOME COMMUNITY PHASE I is a separate condominium development. It is contiguous to BRIAR CREEK MOBILE HOME COMMUNITY II, a separate condominium on adjacent properties, which properties are depicted on the survey and plans attached to the Original Declaration and incorporated by reference herein. The entire development, of both condominiums, is referred to herein as BRIAR CREEK.

**4. DEFINITIONS.** For all purposes of this Declaration, and for all purposes of the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

**A. Briar Creek Mobile Home Community I, a Condominium.** The entire condominium development, including condominium units and Common Elements and easements appurtenant thereto.

**B. Condominium Unit.** The unit being that certain lot or parcel of real estate, as authorized by Chapter 718.103 (16), Florida Statutes, as the same are designated on the sketch of the survey and plans, copies of which are attached to the Original Declaration and incorporated herein by reference, together with the mobile home situated thereon.

**C. Common Elements.** Common Elements shall include: (1) the condominium property not included in the lots; (2) tangible personal property, if any, required for the maintenance and operation of the Common Elements, even though owned by the Association; (3) other items as stated in the Condominium Act; and (4) other items as stated in the Declaration, including, but not limited to, Paragraphs 7 and 8 hereinafter.

**D. Condominium Parcel.** The condominium lot and mobile home, together with an undivided share in the Common Elements appurtenant thereto, said parcel is hereinafter referred to as a lot. Such reference shall mean the parcel.

**E. Owner.** That person or entity owning a condominium lot. F.

**Co-Tenant.** Same definition as "Owner".

**G. Member.** An Owner or Co-Tenant who, or which, is a member of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., a Florida non-profit corporation, hereinafter referred to as the "Association".

**H. Voting Rights.** The members of the Association shall be entitled to cast one (1) vote for each Unit owned by them. If a Unit is at any time owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such

certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned.

**I. Common Expenses.** Common expenses include:

- (1) Expenses of administration and management of the Condominium property;
- (2) Expenses of maintenance, operation, repair or replacement of Common Elements; except as hereinafter provided in Paragraph 12(B);
- (3) Expenses declared common expenses by the provisions of this Declaration of Condominium or the By-Laws;
- (4) Expenses of the Association in meeting the requirements of the Fair Housing Act, as amended from time to time; and
- (5) Any valid charge against the Condominium as a whole.

**J. Recreational Facilities.** Recreational facilities shall mean and include the facilities provided hereunder.

**K. Institutional Mortgagees.** The owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, or a federal or state savings and loan association.

**L. Institutional Mortgage.** A mortgage owned or held by an institutional mortgagee.

**M. Utility Service.** Utility services, as used in the Condominium Act and construed with reference to this Condominium and as used in this Declaration, and By-Laws, shall include, but not be limited to, electric power, water, gas, sewage, drainage, garbage disposal, and cable television.

**N. Briar Creek Mobile Home Community I, Inc.,** a Florida corporation not for profit. The entity responsible for the operation of this Condominium.

**5. IDENTIFICATION.** The condominium lots and all other improvements constructed on the condominium property are set forth in detail in survey and plans attached to the original Declaration and incorporated herein by reference. 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.

Each condominium lot is identified by a number as shown on the plans attached to the Original Declaration and incorporated herein by reference so that no lot bears the same designation as does any other lot.

**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 Amended and Restated Declaration of Condominium.

A. **Utilities.** As may be required through both the Common Elements and the condominium lots for utility services in order to adequately serve the Condominium.

B. **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 in the Restrictions.

C. **Access by Private or Public Road.** Ingress and egress to the land shall be by private road over the lands described in the plans and survey attached to the Original Declaration and incorporated herein by reference. The expense for the maintenance and repair of such road shall be borne as a common expense proportionately by all condominiums and other lands using said road.

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:

A. 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.

B. An undivided share in the common surplus.

C. Cross-easements for ingress, egress, support maintenance, drainage, repair, replacement and utilities.

D. 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.

E. Easement for the discharge of rainwater and the subsequent flow thereof over condominium lots or any of them.

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:

A. **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 to the Original Declaration as Exhibit 3 and incorporated herein by reference.

B. **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.

C. **Recreational Facilities.** The right to use, occupy and enjoy recreational facilities.

**D. 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 3 attached to the original Declaration. 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.

**9. 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 3 attached to the original Declaration, which is .3154574132%, and which in each instance shall provide percentages of the Common Elements appurtenant to each condominium parcel.

**10. GOVERNING BODY.** The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium is BRIAR CREEK MOBILE HOME COMMUNITY I, INC. The Articles of Incorporation are attached as Exhibit 4 to the Original Declaration, the Amended and Restated Articles of Incorporation are attached hereto as Exhibit 4, the By-Laws of the Association are attached to the Original Declaration as Exhibits, and the By-Laws are attached hereto as Exhibits, are made a part hereof as though set out in full.

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.

An Owner or Owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. No person or corporation shall own more than two (2) condominium parcels. Failure by corporate Owners of any single condominium parcel to file the aforementioned written statement with the Secretary prior to a members' meeting will result in depriving such corporate Owner of a single condominium parcel of a vote at such meeting.

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.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Amended and Restated Declaration, the Amended and Restated By-Laws, and the Amended and Restated Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; 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 Lot 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; 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 Amended and Restated Declaration or by the Amended and Restated By-Laws to have the approval of the Board of Directors or the membership of the Association; and 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.

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees without the written approval of all institutional mortgagees of record.

**11. MAINTENANCE.** The responsibility for the maintenance of the condominium lot shall be as follows:

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

(1) 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.

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

**B. By the Condominium Parcel Owner.** The responsibility of the condominium Lot Owner shall be as follows:

(1) 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.

(2) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(3) 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.

C. There shall be no substantial alterations, additions or omissions to or from the Common Elements of this Condominium, except as approved by the affirmative vote of a majority of the voting interests present, in person or by proxy, at a meeting duly called for such purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium, as more particularly set forth in Paragraphic.

12. **ENFORCEMENT OF MAINTENANCE.** 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 competent jurisdiction 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.

Further, in the event a Lot Owner violates any of the provisions of Paragraph 11 above, 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.

13. **ASSESSMENTS. LIABILITY. LIEN. AND PRIORITY, INTEREST, COLLECTION.** Common expense shall be assessed against each condominium parcel owner by the Association as provided in Paragraph 9 above.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorneys' fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association, and shall be effective from and after the time of recording in the public records of the county in which the condominium parcel is located. Such claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, shall continue in effect until all sums secured by the lien have been fully paid, together with interest due thereon at the maximum rate authorized by law from the due date until paid. Said lien may be enforced in the same manner and foreclosed in the same manner as provided in Chapter 713, Florida Statutes, governing construction liens.

Regular monthly assessments shall be paid on the due date. If payment is not received within fifteen (15) days after the due date, a payment due notice will be sent to the unit owner. If payment is not received within twenty-five (25) days after the due date, a late fee of \$10.00 will be charged for each delinquent installment that the payment is late. In addition, if payment is not received within the twenty-five (25) days time frame, the Board of Directors will determine further action. If payment has not been received within sixty (60) days from the original due date, a lien will be filed.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the Hen for assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless of when said assessment was due, but not to any other mortgage.

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, except as otherwise provided by law. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners of condominium parcels in the BRIAR CREEK MOBILE HOME COMMUNITY I, including such acquirer, his successors and assigns.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments.

14. **INSURANCE.**

**A. 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.

**B. 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 lot shall be obtained by the condominium Lot 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.

**C. Worker's Compensation Insurance.** The Board of Directors of the Association shall obtain coverage to meet the requirements of the law, as applicable.

D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

E. 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.

F. 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.

15. **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:

A. 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.

B. The units are restricted to residential usage and may not be subdivided. C.

Common Elements are for the purposes stated.

D. All units are to pay for electricity and phone charges, and other separately metered utilities or services.

E. 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.

F. All Owners shall conform to and abide by the Amended and Restated By-Laws 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 the Owner's property by, through or under him do likewise.

G. 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 By-Laws of the Association.

H. Briar Creek is hereby declared to be a community of "housing for older persons", as that term is defined in federal and state fair housing laws. As such, in connection with any sales, leases or other transfers of ownership or occupancy after the effective date of this Amendment, at least one person permanently occupying each unit will be required to be 55 years of age or older, subject to the exceptions provided for in this Amendment and in rules and regulations to be adopted from time to time by the Board of Directors. Additionally, after the effective date of this Amendment, all new permanent occupants of each unit shall be at least 18 years of age, subject to the exceptions provided for in this Amendment and in any rules and regulations adopted by the Board of Directors from time to time. Persons under the age of 18 may be permitted to occupy a unit for a maximum of 60 days in any calendar year as a guest of an owner, or of family members of an owner as provided herein, and will not be considered to be a "permanent occupant" under such circumstances. The Association shall be responsible for keeping current records reflecting the name, address and age of all permanent occupants of units within the condominium, and records reflecting the basis for any decisions they make in carrying out their responsibilities hereunder. The Association is empowered to adopt reasonable rules and procedures with regard to implementation and enforcement of these provisions.

Other family members of owners may occupy a unit as guests in the absence of an owner, even if one Occupant is not 55 years of age or older, for up to 60 days in any calendar year, and such guests will not be considered to be "permanent occupants" under such circumstances.

An owner who is a primary occupant of a unit will be considered a "permanent occupant" even if such owner only occupies such unit on a seasonal basis, provided that the unit is not leased in the absence of such owner.

So long as the Association determines that at least 80 percent of the units are occupied by one person 55 years of age or older, exceptions to the requirement for one permanent occupant to be 55 or older may be granted by the Association. Examples of reasons for such an exception include, but shall not be limited to, inheritances of the title to units by family members of owners who are not of sufficient age; the individual has relatives in the development who would benefit from their residence nearby; the individual is the surviving spouse or co-habitant of a former occupant; or the individual is a nurse or other medical professional whose presence would be beneficial to a resident.

All occupants of the units in the condominium must furnish such information and verification as the Board determines is necessary or appropriate from time to time to ensure compliance with this Amendment and the fair housing laws. This includes, but is not limited to, the names and ages of all occupants of the units, including such verification of age which is required, in the opinion of the Board, and information regarding changes in occupancy.

In the event the fair housing laws are amended in a manner which causes the age restriction of 55 years of age or older, as established herein, not to be in compliance with the applicable laws, as amended, then the age restriction of 55 years of age or older shall be deemed amended effective on the day the amended applicable laws become effective to be that age which will result in compliance with the applicable laws, as amended.

Anything contained herein to the contrary, in the event there is conflict between the Declaration, the Bylaws or Rules, the provisions contained within the Declaration shall govern.

I. 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.

J. 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.

K. 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 I, other than as designated from time to time by the Board of Directors.

L. 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.

M. No fences of any kind or type shall be authorized or permitted on individual lots or on the borders thereof, except as specified in the Restrictions.

N. All mobile homes will be skirted and have a planter built in front and carport and utility building. All buildings and units in the entire park must be kept in good and orderly condition and well painted. No additions can be made without the prior written approval of the Board of Directors.

**16. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:** In order to insure the 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:

A. Prior to the sale, conveyance, or transfer of any condominium parcel to any person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, 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, to comply with the Fair Housing Act, as amended from time to time, 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. 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 Lot 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.

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 Amended and Restated Declaration of Condominium, Amendments to the Amended and Restated Declaration of Condominium, Amended and Restated By-Laws, Amended and Restated Restrictions, and monthly maintenance payment books to the purchasers or transferees. The Association has no responsibility to provide such documents to purchasers or transferees. The Association shall maintain a sufficient number of copies of the current documents on the condominium property to ensure their availability to Lot Owners and prospective purchasers. These documents shall consist of the Amended and Restated Declaration, Amended and Restated Articles of Incorporation, Amended and Restated By-Laws, Amendments, and Amended and Restated Restrictions. The Association may charge the actual cost for preparing and furnishing these documents to those requesting them.

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 Land Sales, Condominiums and Mobile Homes, as outlined in Florida Statutes 718.504. The sheet shall be updated annually.

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 by posting notice of the intended sale, and its essential terms on the condominium property. 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.

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.

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.

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.

**B. Rental or Lease.** A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. To comply with the Fair Housing Act, as amended from time to time, 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. The Board of Directors shall have the right to require that a substantially uniform form of lease be used.

The number of units rented or leased at any one time shall be limited to ten percent (10%) of the total of three hundred seventeen (317) units, (thirty-one [31 ] units). The Board of Directors of the Association may expand or modify this number.

Condominium parcels may be rented or leased not more than two (2) 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. 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 Board of Directors will have the right to assess the lessee the actual cost of any investigations of lessees.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration.

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 lot 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.

C. 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.

D. Reasons for disapproval may include:

1. Prior criminal record;
2. A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
3. A history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicant; or
4. Non-compliance with any other provision within this Declaration with regard to occupancy, including, but not limited to, any required lease term or minimum age requirement.

E. 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.

F. 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.

G. 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 devise 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 By-Laws 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 By-Laws of the Association.

**H. 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.

I. Any sale, mortgage or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

17. **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-four (24) 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.

18. **CARPORT AND DRIVEWAY.** All condominium Lot Owners shall provide a concrete driveway of a minimum width of 11.5 feet and an attached carport.

19. **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.

20. **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.

21. **MANDATORY NON-BINDING ARBITRATION OF DISPUTES.** Prior to the institution of any court litigation, the parties to a dispute, as defined by Section 718.1255, Florida Statutes, shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory non-binding arbitration for so long as mandatory non-binding arbitration is required by statute. If any court proceeding arises following arbitration, the prevailing party shall be awarded arbitration costs, court costs and other reasonable costs, including attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration hearing. Records prepared by the Association's attorney for litigation or adversarial administration proceedings shall not be accessible to Lot Owners until the conclusion of the dispute.

22. **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 Amended and Restated Declaration, the Amended and Restated By-Laws, or the Amended and Restated Restrictions adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

23. **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 Amended and Restated Declaration of Condominium.

24. **AMENDMENT OF DECLARATION.** The Declaration of Condominium may be amended by affirmative vote of a majority of the voting interests present, in person or by proxy, at a meeting duly called for such purpose. A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Pinellas County, Florida, provided however:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

B. Resolution. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association, or by not less than twenty percent (20%) of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than the a majority of all voting interests in the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any Unit, nor change the share of the Common Expenses, unless the Owner of the Units concerned and record Owners of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended.

D. Executed and Recorded. A copy of each adopted amendment shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Pinellas County, Florida. An amendment shall be effective when said documents are so recorded.

E. Mortgagee Approval. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

F. No provision of Paragraph 14 of this Declaration may be changed without the written consent and approval of ninety (90%) percent of all institutional mortgagees of record of this condominium.

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

26. COVENANTS. 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 Amended and Restated Declaration.

27. INVALIDATION AND OPERATION. Invalidation of any portion of this Amended and Restated 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.

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 Amended and Restated 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.

29. **EFFECT OF AMENDED AND RESTATED DECLARATION OF CONDOMINIUM.** This Amended and Restated Declaration of Condominium of BRIAR CREEK MOBILE HOME COMMUNITY I, INC. a condominium, and all exhibits annexed hereto, supersedes and amends the hereinabove identified original Declaration of Condominium, recorded June 25, 1960, and all amendments thereto, arising before the date hereof, and the foregoing constitutes the full and complete Declaration of Condominium as of the date hereof.

**IN WITNESS WHEREOF,** BRIAR CREEK MOBILE HOME COMMUNITY I, INC., have caused these presents to be signed in their respective names by their duly authorized officers, and the corporate seals to be affixed, this 15th day of February, 2000.

BRIAR CREEK MOBILE HOME  
COMMUNITY I, INC.

By: Alton R. Dettmer  
Signature  
ALTON R DETTMER, PRESIDENT.  
Printed Name and Title

Mary Alice Sturgeon  
Signature of Witness #1  
Mary Alice Sturgeon  
Printed Name of Witness #1

Joyce M. Gillen  
Signature of Witness #2  
Joyce M. Gillen  
Printed Name of Witness #2

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

The foregoing instrument was acknowledged before me this 30 day of April, 2005, by Alton Dettmer, as President of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Semin Ferguson  
Notary Public - State of Florida at Large

My Commission Expires:



**CERTIFICATE' OF AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF BRIAR CREEK MOBILE HOME COMMUNITY I INC.**

This is to certify that at a duly called meeting of the members of Briar Creek Mobile Home Community I, Inc. (the "Association"), held on March 7, 2001, at which a quorum of the voting interests were present, the attached Amendment to the Amended and Restated Declaration of Condominium for Briar Creek Mobile Home Community, Inc., was duly adopted, by the membership as required by Article 24. The Amended and Restated Declaration of Condominium for Briar Creek Mobile Home Community I, Inc., was originally recorded in Official Records Book 10820, Page 675, Public Records of Pinellas County, Florida. The Condominium Plat related thereto is found in Condominium Plat Book 24, Page 94 of Pinellas County Public Records.

IN WITNES WHEREOF< BRIAR CREEK MOBILE HOME COMMUNITY I< INC has caused this instrument to be signed by the duly authorized officers on this 22<sup>nd</sup> day of March, 2001

BRIAR CREEK MOBILE HOME  
COMMUNITY I, INC.

By: Maggie Cartwright  
Signature  
MAGGIE CARTWRIGHT, President  
Printed Name and Title

Sari Staudt  
Signature of Witness #1  
SARI STAUDT  
Printed Name of Witness #1

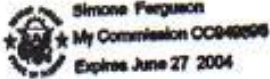
Maureen C. Reardon  
Signature of Witness #2  
Maureen C Reardon  
Printed Name of Witness #2

STATE OF FLORIDA                    )  
COUNTY OF PINELLAS            )

The foregoing instrument was acknowledged before me this 22 day of March, 2001, by Maggie Cartwright, as President of BRIAR CREEK MOBILE HOME COMMUNITY I, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Simone Ferguson  
Notary Public - State of Florida at Large

My Commission Expires:



**APPROVED AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

Insertions are underlined; deletions are ~~stricken through~~

Amend the amended and restated Declaration of Condominium by the addition of a new section O to Article 15, to read as follows:

**15. 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:

**O. Rules and regulations with regard to the use of the unit (including those which may be conducted within the amended and Restated Restrictions recorded in O.R. Book 10820, Page 721, Pinellas County Public Records), once duly adopted by the Board of Directors, may be amended or restated by the membership provide sixty-six and two-third (66 2/3%) percent of the total voting interest of the Association concur with such amendment or rescission. The Board shall notice a special meeting of the membership to allow for voting on the issue upon its receipt of a petition requesting a change to an adopted rule, which petition contains the signature of ten (10%) percent of the voting interest of the Association and the text of the proposed change.**

**END OF APPROVED AMENDMENT**