

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIAR CREEK MOBILE HOME COMMUNITY I, INC.**

These are Amended and Restated Articles of Incorporation created by the undersigned, with requisite approval having been obtained by the membership at a meeting duly called for such purpose on January 10, 2000

ARTICLE I

NAME

The name of the corporation, herein called the "Association," is BRIAR CREEK MOBILE HOME COMMUNITY I, INC., and its address is 100 Briar Creek Boulevard, Safety Harbor, Florida.

ARTICLE II

DEFINITIONS

The definitions set forth in the Declaration of Condominium of BRIAR CREEK MOBILE HOME COMMUNITY I, A CONDOMINIUM, shall apply to the terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS

The purpose for which the Association is organized as to provide an entity pursuant to the Florida Condominium Act for the operation of BRIAR CREEK MOBILE HOME COMMUNITY I, A CONDOMINIUM, located in Pinellas County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Condominium or The Florida Condominium Act, including but not limited to the following:

- (A) To make and collect regular and special Assessments against Members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of Assessments in the exercise of its powers and duties.

- (B) To protect, maintain, repair, replace and operate the Condominium Property and Association Property, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, preservation easements, and recreational facilities, all for the benefit of the Owners of the Units in the Condominium.
- (C) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association and its Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership of Units, as provided by the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the Condominium Property, Association Property, and easement areas, including but not limited to all drainage facilities, ditches, retention and detention ponds, and wetlands mitigation areas. Management and maintenance personnel or contractors may assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation and storage of records, enforcement of rules and maintenance, provided however, the Association and its officers and directors shall retain at all times the powers and duties specifically required by the Declaration of Condominium or the Condominium Act to be exercised by the Board of Directors or the Membership of the Association, including but not limited to, the making and levy of Assessments, promulgation of rules and regulations, and execution of contracts on behalf of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities contiguous to the lands of the Condominium, if intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.
- (K) To borrow money if necessary to perform its functions hereunder, in accordance with the Bylaws.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Units in the Condominium, as further provided in the Bylaws.
- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.
- (C) The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE V

TERM

The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than seven (7) Directors, and in the absence of such determination shall consist of seven (7) Directors. All Directors shall be Members of the Association, or spouses of Members.

- (B) All Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected as set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty (20%) percent of the voting interests of the Association.
- (C) Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by a majority of the voting interests at any annual or special meeting, present in person or proxy, or by approval in writing by a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment.
- (D) An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Pinellas County, Florida.

ARTICLE IX REGISTERED

AGENT

The registered office of the Association shall be at:

2753 S.R. 580, Suite 207 Clearwater,
Florida 33761

The registered agent at said address shall be:

Maureen Reardon Progressive
Management, Inc.

ARTICLE X

INDEMNIFICATION

- (A) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- (B) Expenses. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article X(A) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- (C) Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article X, or as otherwise permitted by law.
- (D) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- (E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. Notwithstanding anything in this

Article X to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

- (F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interests would be adversely affected by such amendment.

WHEREFORE, the Board of Directors have caused these presents to be executed this ____ day of _____, _____.

BRIAR CREEK MOBILE HOME
COMMUNITY I, INC.

By: _____
Signature

Printed Name and Title

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, as _____, of BRIAR CREEK MOBILE HOME COMMUNITY, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public- State of Florida

My Commission Expires: