



## **BRIAR CREEK MOBILE HOME COMMUNITY 1, INC.**

### **NEW OCCUPANT ADD-ON INFORMATION**

All prospective new Occupants are required by the Association documents to complete an application and tenant check prior to occupancy. You should plan to allow up to two business weeks for completion of the application process. The following items are required to complete the process:

1. Completed Application for Sales/Leases (fill in blanks that apply)
2. Completed Tenant Check Form
3. \$100.00 Application Fee

When completed, the entire packet must be delivered or mailed to the following address to complete the process for approval to occupy:

Ameri-Tech Community Management, Inc.

24701 US Highway 19N, Ste 102

Clearwater, FL 33763

Tele: 727-726-8000

You will be contacted once the process is completed.

**NOTE: It can take up to thirty (30) days for final approval. DO NOT PROCEED UNTIL you have met with a Briar Creek I representative for your Interview.**

# BRIAR CREEK MOBILE HOME COMMUNITY I, INC.

## Application for Purchase/Lease

This form must be completed. If this application is not legible or not filled out completely, the Association or their agent will not be liable or responsible for any inaccurate information in the investigation and related report to the Association caused by such omissions or illegibility. By signing below, the Applicant(s) recognize(s) that the Association or their agent may investigate the information supplied by the Applicant(s) and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the Applicant(s) character, general reputation, personal characteristics, mode of living as applicable, all financial matters of the owner(s) with the Association (including maintenance fees, assessments, late fees, etc.) must be current in order for this application to be processed.

UNIT NO. \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_ Date \_\_\_\_\_

SELLER/LESSOR: Name \_\_\_\_\_

**Note: Seller must return the clubhouse key, pool tags, Briar Creek phone directory and maintenance coupon book upon sale of the unit.**

### OWNERS/LESSEE – ALL OCCUPANTS

Name _____	First _____	Middle _____	Last _____	Date of Birth _____	Phone _____
Name _____	First _____	Middle _____	Last _____	Date of Birth _____	Phone _____
Name _____	First _____	Middle _____	Last _____	Date of Birth _____	Phone _____

Lease Term \_\_\_\_\_ Months Scheduled Date of Occupancy \_\_\_\_\_ Proof of Age Submitted \_\_\_\_\_

If primary resident is other than recorded owner, list primary residents information above and owners on Page 3. A key FOB for Clubhouse is available from the owner otherwise a \$25 replacement fee will be paid by the applicant.

PURCHASE/SALE Date of Closing \_\_\_\_\_ Salesperson \_\_\_\_\_ Phone \_\_\_\_\_

Closing Company \_\_\_\_\_ Phone \_\_\_\_\_

Will home be used for (√): Personal Residence \_\_\_\_\_ Rental \_\_\_\_\_ Scheduled Date of Occupancy \_\_\_\_\_

(√): \_\_\_\_\_ Permanent Residence \_\_\_\_\_ Seasonal Residence - If Seasonal complete Voters Registration Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Voter Registration Address if other than Briar Creek Address \_\_\_\_\_

Email Address (please print clearly) \_\_\_\_\_

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**Certification 55+ - AT LEAST ONE PRIMARY RESIDENT MUST BE 55 YEARS OF AGE**

Proof of Age Submitted \_\_\_\_\_ Drivers License \_\_\_\_\_

Person(s) under 19 are permitted a maximum of sixty (60) days per calendar year

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IN MAKING THE FOREGOING APPLICATION I/WE ARE AWARE THAT THE DECISION OF THE ASSOCIATION WILL BE FINAL AND NO REASON WILL BE GIVEN FOR ANY ACTION TAKEN BY THE BOARD. I/WE AGREE TO BE GOVERNED BY THE DETERMINATION OF THE BOARD OF DIRECTORS. I/we understand that I/we must attend an orientation conducted by Board members. By my/our execution below, I/we acknowledge receipt of a copy of the Rules and Regulations of the Association; I/we further acknowledge that these Rules and Regulations have been read by me/us; and I/we agree, upon approval of my/our application, to abide by said Rules and Regulations, as these Rules and Regulations may be amended. I/we understand that the Association shall have the right to proceed directly against any person or persons who violates any of the provisions of the Association's documents and/or the Rules and Regulations. I/we agree that a copy of the executed deed or lease (as appropriate) will be furnished to the Association. By my/our execution below, I/we acknowledge receipt of a copy 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.

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**CHARACTER REFERENCES**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

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**LAST PLACE OF RESIDENCE**

Current Address \_\_\_\_\_ Own from \_\_\_\_\_ to \_\_\_\_\_

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**IN CASE OF EMERGENCY, PLEASE NOTIFY**

Name	Relationship	Phone
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Name	Relationship	Phone
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Pet(s) Description \_\_\_\_\_ Weight \_\_\_\_\_

Note: The Park is divided into two sections, the cat section and the pet section. No dogs are allowed in the cat section. The weight limit for dogs is 25 lbs. All pets must be registered with the Board of Directors. There are certain rules and regulations applied to pets. **All Service & Emotional Support Animals require completion of an Association form located on the "Forms" tab of our website.**

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Ever Been Arrested Yes \_\_\_\_\_ No \_\_\_\_\_

Ever Been Arrested Yes \_\_\_\_\_ No \_\_\_\_\_

Driver License Number Applicant #1 \_\_\_\_\_

Driver License Number Application #2 \_\_\_\_\_

Comments: \_\_\_\_\_

**Important Note:** Any inquiry using the services of Tenant Check may be required. An interview by a member of the Board of Directors is required. The Tenant Check and interview process can take 30 days; however, a Canadian process can take 60 days. A \$100 non-refundable application fee is required. The Board of Directors cannot issue a letter of approval required at closing until the tenant check, application and interview is completed. Please allow sufficient time to complete the entire process. Tenant check is on Primary Residents.

**Owners of Record if other than those listed on Page 1**

Name _____	_____	_____	_____	_____
First	Middle	Last	Date of Birth	Phone
Name _____	_____	_____	_____	_____
First	Middle	Last	Date of Birth	Phone

**SIGNATURES**

Signature Occupant/Purchaser \_\_\_\_\_ Signature Occupant/Purchaser \_\_\_\_\_

Signature Lessor/Seller \_\_\_\_\_ Signature Lessor/Seller \_\_\_\_\_

**FOR USE BY ASSOCIATION ONLY**

Approved: \_\_\_\_\_ Disapproved \_\_\_\_\_ Director \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

Database \_\_\_\_\_ Secretary \_\_\_\_\_ Update Sales/Lease Log \_\_\_\_\_ Welcome \_\_\_\_\_

Dial Dir. \_\_\_\_\_ Birthday \_\_\_\_\_ Media \_\_\_\_\_ Voter Registration \_\_\_\_\_

Revised: 5/12/2025

DATE \_\_\_\_\_

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

**BUYER/ TENANT INFORMATION FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECOND BUYER/TENANT INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

TENANT CHECK HOURS OF OPERATION:  
 MONDAY - FRIDAY: 9:00a.m. - 5:30p.m.  
 SATURDAY: 11:00 a.m. - 4:00p.m.  
 ALL ORDERS RECEIVED AFTER 3:00p.m (2:00p.m. on Sat.)  
 WILL BE PROCESSED THE NEXT BUSINESS DAY

TENANT CHECK FAX#: (727) 942-6843

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

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

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

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET**

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

As of: January 1, 2025

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

A: **One vote per lot on all issues that go before the membership. Either co-owner can vote.**

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

A: **The unit may only be used for residential purposes. Refer to the Declaration of Condominium, especially pages 8—11, obligations of owners and Association Rules & Regulations.**

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

A: **Prior written approval by the Board of Directors is required. There is a ninety (90) day minimum lease period and condominium parcels may be rented not more than two (2) times each calendar year. Refer to Condominium Documents and Rules and Regulations for further restrictions.**

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

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

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

A: **No**

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

A: **No.**

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

A: **No.**

By: Robert J. Bann  
President

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

**BRIAR CREEK MOBILE HOME COMMUNITY #1, INC.**

UNITS: 317

**JANUARY 1, 2025 - DECEMBER 31, 2025 APPROVED BUDGET**

ACCT	REVENUE	2024 APPROVED ANNUAL	2025 APPROVED ANNUAL	MONTHLY AMOUNT
4010	Unit Maintenance Fees	\$802,644	\$848,292	\$70,691
	Laundry	\$600	\$360	\$30
	Application Fees	\$3,000	\$2,400	\$200
	Late Fees	\$3,000	\$3,000	\$250
	Miscellaneous Income	\$0	\$0	\$0
	Operating Account Interest	\$2,568	\$3,000	\$250
	<b>TOTAL REVENUE</b>	<b>\$811,812</b>	<b>\$857,052</b>	<b>\$71,421</b>
	<b>OPERATING EXPENSES</b>			
	Office Expense	\$6,480	\$6,408	\$534
	Background Checks	\$1,356	\$960	\$80
	FL Condo Fees	\$1,272	\$1,272	\$106
	Management Fee	\$21,492	\$21,060	\$1,755
	Legal	\$3,600	\$3,600	\$300
	Audit / Tax Preparation	\$1,884	\$2,040	\$170
	Telephone	\$2,736	\$2,760	\$230
	Electricity	\$34,008	\$44,076	\$3,673
	Water	\$76,644	\$71,496	\$5,958
	Storm Water	\$41,892	\$42,312	\$3,526
	Sewer	\$185,952	\$178,608	\$14,884
	Trash	\$129,672	\$129,984	\$10,832
	Supplies - Building	\$600	\$996	\$83
	Dues / License / Permits	\$552	\$552	\$46
	Lawn Service	\$99,984	\$101,496	\$8,458
	Vehicle Expense	\$480	\$2,400	\$200
	Facilities Maintenance	\$34,212	\$34,332	\$2,861
	R&M Water & Sewer Lines	\$7,716	\$5,988	\$499
	R&M Roads & Grounds	\$5,604	\$10,308	\$859
	R&M Trees	\$5,604	\$5,220	\$435
	R&M Building	\$10,980	\$12,984	\$1,082
		\$3,600	\$4,200	\$350
		\$36,876	\$66,648	\$5,554
	<b>TOTAL OPERATING EXPENSES</b>	<b>\$713,196</b>	<b>\$749,700</b>	<b>\$62,475</b>
	<b>RESERVES</b>			
	Reserves - Deferred Maintenance	\$98,616	\$107,352	\$8,946
	<b>TOTAL RESERVES</b>	<b>\$98,616</b>	<b>\$107,352</b>	<b>\$8,946</b>
	<b>TOTAL EXPENSES</b>	<b>\$811,812</b>	<b>\$857,052</b>	<b>\$71,421</b>
			\$0	

**YOUR NEW 2025 MAINTENANCE FEE IS: \$223**

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

<b>RESERVES</b>	<b>Current Replacement cost</b>	<b>Current Reserves 1/1/2025</b>	<b>Expected Life Yrs.</b>	<b>Remaining Life Yrs</b>	<b>Unreserved Amounts</b>	<b>2025 Fully Funded Annual Reserves</b>	<b>2025 Actual Budgeted Amount</b>
<b>Reserves - Deferred Maintenance</b>							<b>\$107,352</b>
Reserves - Painting	\$16,986	\$0	7	1	\$16,986	\$16,986	\$0
Reserves - Paving	\$581,047	\$0	20	4	\$581,047	\$145,262	\$0
Reserves - Roof	\$248,000	\$0	15	2	\$248,000	\$124,000	\$0
Reserves - Pool, Deck, Heater, Furniture	\$60,000	\$0	20	1	\$60,000	\$60,000	\$0
Reserves - Pool (Shell)	\$22,781	\$0	25	19	\$22,781	\$1,199	\$0
Reserves - Air Conditioners	\$36,144	\$0	10	1	\$36,144	\$36,144	\$0
Reserves - Bridge Replacement	\$12,375	\$0	15	1	\$12,375	\$12,375	\$0
Reserves - Clubhouse Doors	\$31,500	\$0	20	13	\$31,500	\$2,423	\$0
Reserves - Waterlines	\$300,000	\$0	40	2	\$300,000	\$150,000	\$0
Reserves - Sewerlines	\$280,000	\$0	50	5	\$280,000	\$56,000	\$0
<b>TOTALS</b>	<b>\$1,588,833</b>	<b>\$0</b>			<b>\$1,588,833</b>	<b>\$604,389</b>	<b>\$107,352</b>

**AMENDED AND RESTATED RESTRICTIONS OF  
BRIAR CREEK MOBILE HOME COMMUNITY I A CONDOMINIUM**

These Amended and Restated Restrictions of Briar Creek Mobile Home Community I, a Condominium, amend and restate those certain Restrictions attached to the Declaration of Condominium, and recorded in O.R. Book 4535, 1165, of the Public Records of Pinellas County, Florida, as amended.

1. No persons who have not yet attained the age of eighteen (18) years of age shall be permitted to reside the lands, except that children under such age may be permitted to visit and temporarily reside thereon, 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, whichever may provide the least permissible residence. At least one of the purchasers or renters of a unit must have attained fifty-five (55) years of age. The Board of Directors shall establish rules pertaining to the use of common facilities by guests under the age of eighteen (18) years.

2. Automobiles must be parked in spaces provided on your own lot or as otherwise designated by the Board of Directors. Vehicles will not be permitted to stand overnight in the street except for the purpose of preparing such vehicle for a trip within the following forty-eight (48) hours. Speed limits within the Park will be authorized by the Board of Directors, and such speed limits will be designated by signs. All motorized vehicles must have an exhaust system noise level equivalent to manufacturer's original equipment.

3. Planting of flowers and shrubs is encouraged, since these add much to the beautification of the Park. No vegetables are to be grown on your lot. The addition of landscaping to any lot will be considered an exterior alteration and require Board approval. The Board shall have the authority to enforce rules restricting size, type and placement of landscaping on each lot, provided that bushes shall be restricted to a height of no more than five (5) feet in planter box.<sup>1</sup>

~~Use of water by hand sprinkling is allowed. Home owners may use automatic sprinklers, but only when the resident is outside to keep control of its use. Excessive water from automatic sprinklers on any road is strictly forbidden, and any violation may revert to a complete ban on automatic sprinklers.~~<sup>2</sup> Use of permanent sprinklers using common water supply and use of any sprinkler on any automatic timer is prohibited. For the purposes of this section, a sprinkler on automatic timer is any sprinkler which will initiate and water a lot without the necessity of the owner's physical presence on the lot and direct input to initiate the system. Permanent sprinklers not using common water are allowed, provided they are not operated by means of an automatic timer. For the purposes of this section, a permanent sprinkler is any sprinkler which cannot be readily moved by hand to different parts of a lot or off the lot entirely.<sup>3</sup>

4. Mowing will be done by the Park. Other than this, each resident is responsible to keep his lot in a neat, orderly condition at all times. No unsightly storage permitted under or around the mobile home. In the event the resident does not keep his lot up to minimum requirements, the

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<sup>1</sup> Amended 12/04/06

<sup>2</sup> Amended 12/04/06

<sup>3</sup> Amended 12/04/06

Board of Directors reserves the right to have the work done, and the costs will be charged to the resident's account.

5. All recreation facilities are provided for your enjoyment. We ask that you treat these facilities carefully, as if they were your property, and that you abide by all posted rules and regulations regarding them. Private use of the Recreation Hall must be reserved with the Chairman of the Recreation Hall. The Recreation Hall, pool, and shuffleboard courts close at hours as authorized by the Board of Directors.

6. Each mobile home must be skirted, have a planter built in front, and include an attached<sup>4</sup> carport and utility building. All mobile homes, buildings, patios, and carports in the entire park must be kept in good and orderly condition and well painted. In order to maintain some degree of conformity, all additions must be made with the approval of the Board of Directors. One above ground hot tub may be placed in each carport with prior Board approval, but must be screened from the view of persons outside the subject lot. The screening shall be considered an exterior alteration and the type, style and color of the screening shall be subject to Board approval. The Board may enforce rules regarding the type, style and color of screening permitted.<sup>5</sup>

7. No fences of any kind shall be permitted. For the purposes of this section, fence is defined as anything including, but not limited to, plants, trellises, or fencing of any material, or anything else the purpose of which is to provide privacy from persons off the subject property, to contain animals on the subject property, to deny access to the lot or any portion of the lot from outside the fence, or to generally mark the boundary of the subject property or any portion of the property.<sup>6</sup>

Except as otherwise provided herein, no cars, trailers, boats, trucks, recreational vehicles, motor homes, or commercial vehicles of any kind shall be parked on the common elements, without a guest sticker; provided, however, that trucks and commercial vehicles may be temporarily parked while present in the Park in the course of business. Repairing of cars, building or storage of boats, campers or trucks larger than a standard pick-up truck is prohibited, whether on the condominium lot or parcel or in or on the streets.<sup>7</sup> Additionally, no inoperative vehicles shall be parked in such areas, nor shall the repairing of such vehicles be made.

8. Wrap all garbage. Do not pour grease down drains. Place grease in cans or bottles and deposit in garbage cans.

9. Coin-operated laundry facilities are available for your convenience. Two (2) drying yards are also provided. No clothes-line or clothes are to be hung on mobile home spaces that are visible from the outside of the unit. Always leave the laundry machines and facilities clean for the next person.

10. Always consider your neighbor. Avoid any excessive noise. Play radios and televisions softly at all times. No boisterous parties allowed. Improper conduct of any kind, as determined by the Board of Directors, will not be tolerated.

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<sup>4</sup> Amended 12/04/06

<sup>5</sup> Amended 12/04/06

<sup>6</sup> Amended 12/04/06

<sup>7</sup> Amended 12/04/06

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

12. Alcoholic beverages will not be permitted or consumed in or on any of the common elements, unless authorized in writing by the Board of Directors. Authorized use of alcoholic beverages will be B.Y.O.B. If, at any time, authorized use of alcoholic beverages becomes out of control, its use will be curtailed at the discretion of the Board of Directors.

13. Complaints or recommendations regarding the enforcement of these restrictions should be directed to the Board of Directors, in writing.

14. After notification to the Board of Directors, one 14" by 12" "FOR SALE" sign may be permitted inside a window of a mobile home unit. During an "OPEN HOUSE", one sign on the premises, and one 18" x 24" directional sign per owner or<sup>8</sup> real estate company will be allowed. No other signs of any kind shall be displayed on anything within<sup>8</sup> the Park without authorization from the Board of Directors. General notices and articles for sale may be prepared for posting on the bulletin board after approval by the Board of Directors. Any "OPEN HOUSE" shall be attended by either a representative of the owner or a real estate agent at all times.

15. One adult eighteen (18) years of age and older must accompany children under sixteen (16) years of age at the pool side, Recreation Hall, pool hall, or shuffleboard courts each time children use these facilities. Residents and guests must have authorized tags at pool side, or when using the pool or hot tub, and conform to the rules posted at the recreation facilities as authorized from time to time by the Board of Directors.

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

17. Pets shall be permitted, but only on that portion of Briar Creek Mobile Home Community I designated by the Board of Directors as the area where pets can be kept. Effective immediately, the Park shall be divided into two (2) parts, the "pet section" and the "cat only"-section. In the "pet section" Pets, as defined herein, pets shall be restricted to one (1) domesticated cat or one (1) domesticated dog of a breed that shall not exceed more than twenty-five (25) pounds when mature (such as poodle, terrier, pekinese). In the "cat only" section, no pets shall be permitted except one (1) domesticated cat which must be kept inside the residence at all times. No other pets of any kind, nor more than one (1) of the described pets at any time, shall be permitted in any residence. All such pets must be registered with the Board of Directors of the Association. The lot owner will be required to maintain the pet at all times under a leash. In no event shall the pet be allowed to enter the recreational area and/or any other areas of Briar Creek other than those areas so designated for pets and/or to cause a nuisance or disturbance of any kind. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the Park upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise shall be conclusive. Lot owners wishing to have pets other than a dog or cat must have prior approval of the Board of Directors. Authorized areas for pet shall be established by rules adopted by the Board of Directors. Any pets properly residing within a

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<sup>8</sup> Amended 12/04/06

condominium unit at the time of adoption of this Rule shall be allowed to continue in residence despite provisions within this section which would make their presence otherwise non-conforming, provided they are registered with the Board of Directors within twenty (20) days following adoption of this Rule. No such non-conforming pets may be replaced upon their demise, or permanent removal from the Park, if such replacement shall constitute a violation of this section as amended<sup>9</sup>

18. All golf carts shall be registered with the Board of Directors and insured. A golf cart is a motorized vehicle and no one under the age of 16 shall be allowed to drive it as per Florida Statutes. All liability shall be that of the owner of the golf cart being driven (Rules of the Road apply).<sup>10</sup>

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<sup>9</sup> Amended 5/5/05

<sup>10</sup> Amended 12/04/06

**CERTIFICATE OF AMENDMENT TO  
AMENDED AND RESTATED RESTRICTIONS  
OF BRIAR CREEK MOBILE HOME COMMUNITY I A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Briar Creek Mobile Home Community I; toe. (the "Association"), held on December 6, 2004, at which a quorum of the voting interests were present, the attached Amendment to the Amended and Restated Restrictions for Briar Creek Mobile Home Community, a condominium., was duly adopted by the membership as required by the governing documents. The Amended and Restated Restrictions for Briar Creek Mobile Home Community I, a condominium., was attached to the Amended and Restated Declaration of Condominium which was originally recorded in Official Records Book 10820, Page 675, Public Records of Pinellas County, Florida. The Amended and Restated Restrictions was recorded in Official Records Book 10820, at Page 721, aforesaid records. The Condominium Plat related thereto is found in Condominium Plat Book 34, Page 94 of Pinellas County Public Records. The attached consists of one page.

IN WITNESS WHEREOF, BRIAR CREEK MOBILE HOME COMMUNITY I, INC., INC. has caused this instrument to be signed by its duly authorized officer on this 30th day of April, 2005.

1. *William H. 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            )

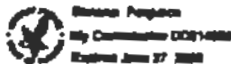
BRIAR CREEK MOBILE HOME  
COMMUNITY I, INC.

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

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

My Commission Expires:

*William H. Sturgeon*  
Notary Public - State of Florida at Large



**APPROVED AMENDMENT TO THE AMENDED AND RESTATED RESTRICTIONS  
FOR BRIAR CREEK MOBILE HOME COMMUNITY L A CONDOMINIUM**

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

1. Amend Restriction 7 of the Amended and Restated Restrictions to read as follows:

These Amended and Restated Restrictions of Briar Creek Mobile Home Community I, a Condominium, amend and restate those certain Restrictions attached to the Declaration of Condominium, and recorded in O.R. Book 4535, 1165, of the Public Records of Pinellas County, Florida, as amended.

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7. No fences of any kind shall be permitted. *Except* as otherwise provided herein, no trailers, boats, trucks, recreational vehicles, motorhomes, or commercial vehicles of any kind shall be parked on the common elements, without a guest sticker, provided, however, that trucks and commercial vehicles may be temporarily parked while present in the Park in the course of business. Repairing of cars, building or storage of boats, campers or trucks larger than a standard pick up truck is prohibited, whether on the condominium lot or parcel or in or on the streets. Additionally, no inoperative vehicles shall be parked in such areas, nor shall the repairing of such vehicles be made.

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END OF APPROVED AMENDMENT

**APPROVED AMENDMENT TO  
AMENDED AND RESTATED RESTRICTIONS OF  
BRIAR CREEK MOBILE HOME COMMUNITY I- A CONDOMINIUM**

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

1. Section 17 of the Amended and Restated Restrictions is amended to read as follows:

17. Pets shall be permitted, but only on that portion of Briar Creek Mobile Home Community I designated by the Board of Directors as the area where pets can be kept. Effective immediately, the Park shall be divided into two (2) parts, the "pet section" and the "cat only" section. In the "pet section" Pets, as defined herein, pets shall be restricted to one (1) domesticated cat or one (1) domesticated dog of a breed that shall not exceed more than twenty-five (25) pounds when mature (such as poodle, terrier, pekinese). In the "cat only" section, no pets shall be permitted except one (1) domesticated cat which must be kept inside the residence at all times. No other pets of any kind, nor more than one (1) of the described pets at any time, shall be permitted in any residence. All such pets must be registered with the Board of Directors of the Association. The lot owner will be required to maintain the pet at all times under a leash. In no event shall the pet be allowed to enter the recreational area and/or any other areas of Briar Creek other than those areas so designated for pets and/or to cause a nuisance or disturbance of any kind. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the Park upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise shall be conclusive. Lot owners wishing to have pets other than a dog or cat must have prior approval of the Board of Directors. Authorized areas for pet shall be established by rules adopted by the Board of Directors. Any pets properly residing within a condominium unit at the time of adoption of this Rule shall be allowed to continue in residence despite provisions within this section which would make their presence otherwise non-conforming, provided they are registered with the Board of Directors within twenty (20) days following adoption of this Rule. No such non-conforming pets may be replaced upon their demise, or permanent removal from the Park, if such replacement shall constitute a violation of this section as amended

END OF APPROVED AMENDMENT

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

**APPROVAL OF TITLE TRANSFER**

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

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

Unit No. \_\_\_\_\_ By \_\_\_\_\_ Owner(s),  
to \_\_\_\_\_  
whose address is \_\_\_\_\_

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

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

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

STATE OF FLORIDA

COUNTY OF PINELLAS

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

My commission expires: \_\_\_\_\_  
Notary Public

**GENERAL INFORMATION**

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

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

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