

COACHMAN CREEK CONDOMINIUM  
ASSOCIATION  
DECLARATION

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Board of Directors in accordance with the Amended and Restated Declaration of Condominium for Coachman Creek, a Condominium. Should any rule or regulation herein conflict with the Declaration of Condominium, the Declaration of Condominium shall govern. The following rules and regulations may be amended by the Association from time to time.

1. **RESPONSIBILITY.** Each unit owner shall be responsible for ensuring that the owner's family, guests, invitees, tenants and occupants comply with all provisions of the Association's governing documents. Unit owners will be liable to the Association for any damage to common elements caused by their child, lessee, or guest and for any disturbances caused by same. All owners and residents have a duty to promptly report to the Association or management, any defect, or need for repair or maintenance, for which the Association is responsible.
2. **SINGLE FAMILY USE.** No unit shall be used for any purpose other than single family residential use. Single family shall mean one or more persons who are all related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit.
3. **LIMITS ON BUSINESS, PROFESSIONAL, AND NON-RESIDENTIAL ACTIVITIES.** No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the condominium property, or in any condominium unit.
4. **TIMESHARE.** No unit shall be used as a timeshare.
5. **NUISANCE PROHIBITED.** No nuisances shall be allowed to be committed, or maintained upon the condominium property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents.
  - a. Any domestic disturbance requiring police intervention will be deemed a violation of this provision.
  - b. Construction work and/or repairs to a unit shall be performed between the hours of 8:00am and 8:00pm (except in the event of an emergency). Work performed outside of these limitations shall be deemed a violation of this provision.
6. **ASSOCIATION BUSINESS.** Owners and residents shall not interfere with official Association business. Complaints concerning items related to the Association's business must be delivered to the management office in writing. Tenants must address their concerns to the unit owner. All notices from the Association will be posted on the six (6) enclosed bulletin boards located by the mail boxes. Copies of Association documents are available upon request at a cost of \$.25 per page. Members of the Association may examine the records of the Association at the office upon written request and by appointment only. Members of the Association may speak at any of the Board meetings on any item on the agenda posted when the floor is opened for member comments. The maximum time allotted shall be 5 minutes per member. Only members of the Association will be allowed to attend Board Meetings.
7. **IMMORAL, IMPROPER, AND OFFENSIVE USE.** No immoral, improper, or offensive use shall be made on the condominium property, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
8. **COMMON ELEMENTS.** No unit owner shall permit any use of their unit or use of the common elements that will increase the cost of insurance upon the condominium property. No grilling or barbecuing of any kind shall be permitted on the common elements. All walkways, stairwells, and

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stairways must be kept clear at all times. No unit owner or resident shall place or install plants, flowers, bushes, trees or any other landscaping on the common elements, whether potted, planted, hung or otherwise. The space inside the perimeter walls of a unit is the only space that is owned or leased.

9. **CONDOMINIUM AND PERSONAL PROPERTY.** All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No personal items including, but without limitation, bicycles, carriages, toys, furniture, or any other objects may be stored on the common elements. Any personal property found on the common elements may be removed and disposed of by the Association. The personal property of unit owners and occupants must be kept in their respective units or limited common elements, subject to reasonable restrictions adopted by the Board of Directors. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the buildings in the condominium. Notwithstanding the foregoing, one removable United States flag no larger than 4 1/2 feet by 6 feet may be displayed in a respectful manner in accordance with, and in the manner proscribed by the Florida Statutes. Removable official service flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, may be displayed on Armed Services Day, Memorial Day, Independence Day and Veterans Day.

11. **EXTERNAL STORAGE.** Portable On Demand Storage System (PODS) or similar external storage systems and/or units are not permitted on the condominium property.

12. **BALCONIES, TERRACES, AND PORCHES.**

A. All balconies, terraces, and porches must be kept cleaned and uncluttered. Objects over forty-two (42) inches in height, charcoal and gas grills, laundry garments, towels and objects other than bicycles, potted plants and patio furniture, shall not be placed on a balcony, terrace, or porch. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony, terrace, or porch wall or floor is prohibited.

B. Installation of any kind of floor covering, within or upon any balcony, terrace, or porch including but not limited to carpet and/or tile, is strictly prohibited.

C. No item may be stored underneath any stairwell. The Association may impound any article stored under the stairs and dispose of them.

D. All satellite dishes must be installed inside the perimeter of the balcony, terrace, or porch. Satellite installation is prohibited on any portion of the common elements, which shall include the building, walls, or roof.

13. **SIGNS.** No person may post or display any signs anywhere on the condominium property, including "For Sale," "For Rent," "Open House," and other similar signs. No solicitation of any kind shall be permitted on condominium property. Unit owners may post items for sale on any one of the four (4) bulletin boards located in the laundry rooms and by the office. Bulletin boards in laundry rooms are designated for the use of the residents only. Items posted may be removed at the discretion of the Association.

14. **OCCUPANCY.** No unit shall be permanently occupied by more than two (2) persons for each bedroom in the unit. Under no circumstances may more than one (1) single family reside in a residential condominium unit at one time. A family shall be limited to spouses, parents, parents-in-law, children, and grandchildren.

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15. VEHICLES AND PARKING. Any vehicle parked on condominium property does so at vehicle owner's risk. The Association shall not be liable for any vehicle damage while parked on condominium property. The following restrictions shall apply to the parking of vehicles at the condominium:

A. Only conventional passenger vehicle may be parked on the common elements. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans (must have back seats and windows all the way around) and pick-up trucks which do not exceed ½ ton, sport utility vehicles, and similar vehicles provided they are able to be parked completely within the dimensions of the parking spaces, and provided they contain no external commercial markings. Magnetic signs must be removed while parking at the complex. Construction materials or equipment including ladders, shall not be allowed to be openly stored in any pick-up truck bed. All other motor vehicles, including but not limited to commercial vehicles, trucks, boats, campers, recreational vehicles, trailers, motorhomes, mobile homes, motorcycles, and mopeds shall not be parked on the condominium property.

B. All resident owners and tenants must obtain and display the appropriate parking decal for their vehicle on condominium property. Owners of record (names that appear on the deed of the property) shall receive the parking decal free of charge. All other residents and tenants must pay a onetime, nonrefundable fee of \$20.00 for a decal. Decals must be displayed on the rear window of the vehicle.

C. Parking Spaces. The Association shall assign one parking space to each unit and the Association shall maintain a roster of all assigned parking spaces. Unassigned parking spaces shall be used for overflow and guest parking. Only the person approved for residence is allowed to park on the premises. All vehicles must be parked with head lights forward – backing into parking spaces is prohibited.

D. No more than one vehicle per licensed driver residing in a unit shall be permanently parked on the condominium property.

E. All overnight visitors shall obtain a temporary parking pass and display the pass on the rear window for the duration of their visit. Visiting guests driving restricted vehicles such as pick-up trucks in excess of ½ ton, motorcycles, scooters, or mopeds are limited to parking by the tennis court area while visiting and shall walk to the building they are visiting. Under no circumstances shall the restricted vehicle be permitted to be parked or driven to any other area on condominium property. Visiting guests driving restricted vehicles must remove their restricted vehicle from condominium property by 6 PM. Any restricted vehicle parked overnight may be towed at the owner's expense. During normal business hours, service vehicles may be temporarily parked in parking areas during the time they are actually servicing a unit. Vehicles responding to an emergency shall not be limited by these restrictions.

F. All vehicles must be operable and must have a valid license plate.

G. Repair or maintenance of vehicles is prohibited. Authorized, registered vehicles may be washed only on Saturdays, or as directed by the City of Clearwater, using a hose and nozzle that can turn the water off when not in use. Any vehicle that is damaged after being issued a decal must be repaired within forty-five (45) days. No inoperable or damaged vehicles may be stored on the condominium property. Extenuating circumstances must be submitted in writing to the Board of Director for an extension.



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H. The Association shall have the right to tow any non-compliant vehicle from the property at the owner's expense. The following are a few examples which may result in a vehicle being towed:

1. Parking in any non-designated parking area.
2. Parking in front of any garbage collection station.
3. Parking in any designated maintenance space.
4. Parking in any designated manager parking space.
5. Parking in more than one space.
6. Not properly displaying a valid parking decal or temporary pass.
7. Not displaying a valid license plate.
8. Any guest parking in an owner's assigned space.
9. Backing into a parking space.
10. Ignoring violation notices.

16. **ASSESSMENTS.** Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due (10<sup>th</sup> of the month) until paid. The Association shall also have the right and power to levy a late fee, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. No payment by check is deemed received until the check has cleared.

17. **UNIFORM APPEARANCE.** No unit owner shall place or install any colored, reflecting, or solar material on any windows without written approval of the Association. All shades, Venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners may not make any alterations to the limited common elements. Screen doors may be installed on front doors. Balconies, patios, and terraces may be screened, however, approval must be obtained prior to any installation. Screening aluminum frame work must be brown enamel with smoke color screen. Any window film applied must be transparent and non-reflective. No mirrored film is allowed.

18. **AIR-CONDITIONING UNITS, WINDOW, AND EXHAUST FANS.** No window air-conditioning units, window fans, or exhaust fans shall be installed in a unit.

19. **GARBAGE DISPOSAL.**

A. No garbage or refuse shall be placed or stored on the common elements.

B. All trash must be contained in a closed bag or other acceptable trash container before being deposited in the trash dumpster. All corrugated cardboard boxes must be flattened before being placed in the dumpster.

C. No construction materials, chemicals, paint, oil, large household items, including but not limited to appliances, mattresses, box springs, televisions, or furniture, or any other similar item(s) may be disposed of on the condominium property. If you purchase new large household items, please make arrangements to have the old large household items hauled away.

D. Only recyclable items designated by the City of Clearwater are permitted in the recycling bins. Do not discard trash in any of the recycling bins.

20. **PETS.**

A. A unit owner may keep no more than three (3) domesticated cats in his or her unit provided they are neutered or spayed, and declawed. Small fish, birds, and hamsters are allowed, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets

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of any kind shall be permitted in any unit. All pets must be inoculated as required by law and are only allowed in the common elements provided they are caged or leashed. Unit owners or other residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be evidence that such pet is causing an unreasonable disturbance or annoyance. Any pet causing, creating, or contributing to a nuisance (including excessive odor) or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board.

B. Unit owners or residents may not feed, keep as pets, or permit within the units or limited common elements, any wild or feral animals.

C. Visitors are not allowed to bring restricted pets on condominium property.

21. LEASING.

A. No unit may be leased during the first twelve (12) months of ownership following the transfer of said unit, during which period the unit must be occupied by a "bona fide owner" or must remain vacant.

B. All leases shall be subject to prior approval of the Association and no lease shall be for a period of less than one year. Owners renting their units are responsible for obtaining a rental packet from the office and making copies for future use, informing prospective tenants of all fees, rules and regulations, and explaining criteria relating to a criminal background check. Tenants must attend an in-person interview by appointment only. Management has twenty days to approve of an application. A tenant may not move into a unit without obtaining association approval.

C. Only those persons approved at the time of the application and interview process will be considered legal occupants of the unit. No lease renewal, subleasing, assignment of a lease, or any other change in occupancy, is permitted.

*copy of 1/15/2008*  
D. In addition to the \$150.00 application fee, all tenants over the age of 18 are subject to a criminal background check. A U.S. criminal background check is \$100.00. International background checks vary in cost and can take up to fourteen (14) days to receive the results. The Association may require that the lessee place a security deposit, not to exceed the maximum amount permit by law, into an escrow account maintained by the Association which shall protect against damages to the common elements or Association property.

22. VISITOR OCCUPANTS. Unit owners or approved lessees shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, with respect to each such visitor.

A. In the absence of the unit owner or approved lessee(s), only immediate family shall be allowed to occupy a unit as visitor occupants. "Immediate family" includes and is limited to spouses, parents, grandparents, children, siblings, grandchildren (and their respective spouses or cohabitating partners) of the owner or approved lessee of the owner's unit.

B. Guests in Absence of Owner. Any guests occupying a unit in the absence of an owner other than "visitor occupants" as defined above, shall be deemed tenants, and shall be subject to approval by the Association in the manner required for leases as set forth above, even if no compensation has been received for the use of the unit.

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23. LIMITATION ON OWNERSHIP.

- A. No persons may acquire title to more than three (3) units in the condominium property. In addition, if any individual acquires more than two (2) units, he/she must occupy the third unit.
- B. Additionally, no more than two (2) individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units.

24. RECREATIONAL FACILITIES.

- A. Recreational facilities are open from dawn until dusk. Residents must accompany their children under 12 years of age while using any of the facilities.
- B. Visitors must be accompanied by the unit owner or tenant of the unit they are visiting. Unaccompanied visitors will be asked to vacate the premises.
- C. Owners, tenants, and visitors shall abide by the pool use rules that are clearly posted on each of the pools. Food, alcoholic beverages, glass containers, running, diving, and playing around the pool area is prohibited. Children should be properly supervised while using the pool area.
- D. The club house recreation room may be rented for a reasonable fee, which will be refunded provided no damage is done to the room during the time the room is rented. Please see the Clubhouse Rental Addendum for complete details. The Board of Directors may adopt additional rules, regulations and policies relating to clubhouse use and rentals from time to time.
- E. The tennis courts are kept locked for the protection of all residents. After using the tennis court, please ensure the gate is locked. Children should be supervised and should not use the tennis court for any inappropriate activity. Appropriate attire is required.
- F. Owners may purchase a key for entry to all recreation facilities (including the tennis courts) from the office for \$50.00. Only one key per unit may be purchased, and the cost of a replacement key is also \$50.00.

25. SAFETY. For the safety of our residents, children under 12 years of age must be accompanied by an adult when using recreational facilities. The following activities are prohibited on the common element parking areas and road ways: roller skating; roller blading; skate boarding; ball playing, and picnicking. Smoke detectors are required in each unit. Please make sure that the smoke detectors are in good operating condition. Each building fire extinguisher is maintained and certified by the Association.

26. WATER BEDS. Water beds are allowed only on first floor units. If moving into a second or third floor unit, proof of insurance in the amount of \$100,000.00 must be provided in order to move in with a water bed. The unit owner will be held responsible for any damages to the unit or any adjacent unit if such damage was caused by a leak from the water bed and a claim will be filed against the unit owner's insurance. Insurance must be kept in force during the time that the water bed remains in the unit.

27. MAINTENANCE, MODIFICATIONS, AND ALTERATIONS. Unit owners shall be responsible for maintenance, repair, replacement, and protection of the unit as specifically set forth in the Declaration of Condominium, and as set forth in the Condominium Act. If you have specific questions regarding maintenance responsibility, please contact the Association's manager.

- A. Owners may not paint, decorate, or otherwise change, the appearance, or any portion of the appearance, of the exterior of the condominium building.

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B. Flooring. A unit owner who desires to install in place of carpeting any hard-surface floor covering (e.g. hard wood, laminate, linoleum, marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the removal of such hard-surface flooring at the expense of the offending unit owner.

C. Pest Control. Unit owners shall be responsible for treatment of the individual units for all interior pests, specifically including, but without limitation, drywood termites, roaches, bugs, rodents, etc.

D. Unit owners and tenants are required to maintain the interior of the units at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. When a unit is expected to be vacant or unoccupied for a period of forty-eight (48) hours or more, it shall be the responsibility of the unit owner or tenant to turn off the water supply to the unit, including the water supply to the refrigerator, dishwasher and hot water heater during such period of time, and turn off the electric power to the hot water heater. Additionally, the unit owner or tenant shall run the air conditioning unit during such time to maintain a proper humidity level during such absence, for the purpose of preventing the occurrence of microbial growth that could develop if moisture enters the unit during such times. Further, the unit owner is to arrange to have someone visit and inspect any unoccupied unit at least one (1) time every two (2) weeks, in order to determine whether any leaks have occurred. If any leak, microbial growth, or other damage is found, the Association shall be immediately notified.

28. ASSOCIATION'S ACCESS TO UNITS. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of inspection for microbial growth, pest control, and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the non-availability of a key.

29. FINES. Fines may be levied for violations of these Rules and Regulations in accordance with the Declaration of Coachman Creek and the Florida Condominium Act.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 28<sup>th</sup> day of MARCH, 2016.

COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

BY:

Michael Werner, President

(Signature)

Michael Werner

(Printed Name)



Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2015327002 11/09/2015 at 11:59 AM  
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### CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COACHMAN CREEK, A CONDOMINIUM

I hereby certify that at a duly called meeting of the members of Coachman Creek Condominium Association, Inc., held on October 14, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Condominium for Coachman Creek, a Condominium, attached hereto as EXHIBIT A, was duly adopted by the membership. The original Declaration of Condominium for Coachman Creek, a Condominium was recorded in Pinellas County, Florida, Official Records Book, ("ORB"), 4913, Page 1436 et seq., September 17, 1979, (hereinafter the "original Declaration") and subsequently amended in ORB 5741, Page 1785 et seq., April 9, 1984, ORB 5974, Page 10137 et seq., April 15, 1985, ORB 6075, Page 1683 et seq., September 11, 1985, ORB 6710, Page 964 et seq., March 25, 1988, ORB 7048, Page 1251 et seq., July 17, 1989, ORB 7765, Page 10 et seq., December 20, 1991, ORB 8116, Page 1471 et seq., December 10, 1992, ORB 8567, Page 1498 et seq., February 16, 1994, ORB 8859, Page 115 et seq., December 7, 1994, ORB 9914, Page 98 et seq., November 24, 1997, ORB 10279, Page 1689 et seq., October 23, 1998, ORB 13917, Page 655 et seq., November 1, 2004, ORB 15472, Page 1617 et seq., November 13, 2006, ORB 16903, Page 231 et seq., May 3, 2010, and ORB 17435, Page 1740 et seq., December 15, 2011.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 29<sup>th</sup> day of October, 2015.

Zimbalist Sinal  
(Signature of Witness #1)

COACHMAN CREEK  
CONDOMINIUM ASSOCIATION, INC.

Zimbalist Tidale  
(Printed Name of Witness #1)

Patricia Johnson  
(Signature of Witness #2)

By: Michael A Werner, President  
(Signature)

Patricia Johnson  
(Printed Name of Witness #2)

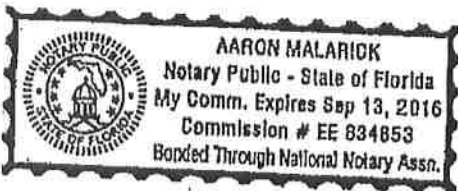
Michael Werner President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2015, by Michael Andrew Werner as president of Coachman Creek Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FDL#W656-541-45-415-D as identification.

A. M. S.

Notary Public/State of Florida  
My commission expires: Sept. 13, 2016





## EXHIBIT A

### AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR COACHMAN CREEK, A CONDOMINIUM

This instrument amends, consolidates, and restates in its entirety the Declaration of Condominium for Coachman Creek, a Condominium.

WITNESSETH:

WHEREAS, the original Declaration of Condominium for Coachman Creek, a Condominium was recorded in Pinellas County, Florida, Official Records Book, ("ORB"), 4913, Page 1436 et seq., September 17, 1979, (hereinafter the "original Declaration") and subsequently amended in ORB 5741, Page 1785 et seq., April 9, 1984, ORB 5974, Page 10137 et seq., April 15, 1985, ORB 6075, Page 1683 et seq., September 11, 1985, ORB 6710, Page 964 et seq., March 25, 1988, ORB 7048, Page 1251 et seq., July 17, 1989, ORB 7765, Page 10 et seq., December 20, 1991, ORB 8116, Page 1471 et seq., December 10, 1992, ORB 8567, Page 1498 et seq., February 16, 1994, ORB 8859, Page 115 et seq., December 7, 1994, ORB 9914, Page 98 et seq., November 24, 1997, ORB 10279, Page 1689 et seq., October 23, 1998, ORB 13917, Page 655 et seq., November 1, 2004, ORB 15472, Page 1617 et seq., November 13, 2006, ORB 16903, Page 231 et seq., May 3, 2010, and ORB 17435, Page 1740 et seq., December 15, 2011.

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with the Coachman Creek Condominium;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Condominium (as so amended, consolidated and restated, called the "Declaration") is hereby adopted, affirmed, joined in and declared as of the date recorded in the Public Records of Pinellas County, Florida.

1. SUBMISSION STATEMENT. The real property described in COMPOSITE EXHIBIT A attached hereto, together with the improvements constructed thereon, hereinafter referred to as the condominium property, was submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, by the terms of the original Declaration of Condominium recorded in ORB 4913, Page 1436.

2. NAME. The name of this condominium is Coachman Creek, a Condominium.

3. LAND. The legal description of the real property submitted to condominium ownership is:

LEGAL DESCRIPTION

A BOUNDARY SURVEY OF A PORTION OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 8, TWP. 29 S., RGE. 16 E, FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SEC. 8. FOR A P.O.B. 1, AND RUN THENCE EAST ALONG SAID SEC. LINE, 526.72 FEET; THENCE S 00°19'51"W, 60.00 FEET; THENCE N 87°40'09"W, 140.00 FEET; THENCE S 00°19'51"W, 200.00 FEET; THENCE S 87°40'09"E, 290.00 FEET; THENCE N 00°19'51"E, 260.00 FEET; THENCE EAST ALONG SAID SEC. LINE, 49.94 FEET, TO A POINT, WHICH POINT IS 11 CHAINS AND 1 LINK EASTERLY OF SAID N.W. COR. THENCE S 04°42'00"W, 1335.04 FEET, MORE OR LESS TO A POINT OF THE 40 ACRE LINE, WHICH POINT IS 11 CHAINS LESS 1 LINK WEST OF THE S.E. COR. OF SAID N.W. 1/4 OF N.W. 1/4; THENCE WEST ALONG THE 40 ACRE LINE, 638.45 FEET, MORE OR LESS TO THE S.W. COR. OF SAID N.W. QUARTER OF N.W. QUARTER; THENCE NORTH ALONG THE SAID SEC. LINE, 1330.36 FEET, MORE OR LESS TO THE P.O.B., LESS AND EXCEPT THE R/W ALONG THE N. BOUNDARY OF SUBJECT PROPERTY FOR STATE RD. 590, LESS AND EXCEPT THE W. 100.00 FEET FOR U.S. 19 AND ALSO LESS AND EXCEPT THE PARCEL FURTHER DESCRIBED AS FOLLOWS: BEGIN AT N.W. CORNER OF SAID SEC. 8 AND RUN THENCE EAST ALONG SAID SECTION LINE, 100.00 FEET; THENCE S 00°54'44" W, 60.00 FEET FOR P.O.B. 2, THENCE S 87°40'09"E, ALONG SOUTHERLY R/W LINE OF STATE RD. 590, 250.18 FEET; THENCE S 00°54'44" W, 316.45 FEET; THENCE N 87°05'16"W, 250.17 FEET; THENCE N 00°54'44"E, ALONG EASTERLY R/W LINE OF U.S. 19, 313.91 FEET, TO THE P.O.B. SUBJECT TO EASEMENTS FOR WATER LINE, SANITARY SEWERS AND BORROW PIT, CONTAINING 13.80 ACRES M.O.L. AND A PORTION OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECT. 8, TWP. 29 S., RGE. 16 E, FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE N.W. CORNER OF SAID SECTION 8, AND RUN EAST ALONG SAID SEC. LINE, 526.72 FEET, THENCE S 00°19'51" W, 60.00 FEET FOR A P.O.B. 3; THENCE N 87°40'09"W, 140.00 FEET; THENCE S 00°19'51" W, 200.00 FEET; THENCE S 87°40'09"E, 140.00 FEET; THENCE N 00°19'51"E, 200.00 FEET TO P.O.B., CONTAINING 0.642 ACRES M.O.L.

4. ASSOCIATION. The name of the Association formed for the management and operation of this condominium is Coachman Creek Condominium Association, Inc., (hereinafter the "Association"). The Association shall have all the powers, rights, and duties set forth in Chapter 718 of the Florida Statutes, also referred to as the Condominium Act, this Declaration, the Bylaws of the Association, and the adopted rules and regulations, all as amended from time to time.

5. DEFINITIONS. The terms used herein shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

- 5.1 Assessment shall mean a share of the funds required for the payment of common expenses which from time to time are assessed against each unit owner.
- 5.2 Association shall mean Coachman Creek Condominium Association, Inc., a Florida corporation not for profit; the entity responsible for the operation of the condominium property.
- 5.3 Association governing documents shall mean this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the adopted rules, regulations, resolutions, and procedures of the Association. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated.
- 5.4 Association property shall mean the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 5.5 Board of Directors or Board shall mean the Board of Directors and the members of the Board of Directors, as elected or appointed from time to time, of the Association.
- 5.6 Buildings shall mean the structures in which the units, certain limited common elements, and certain common elements are located, regardless of the number of such structures, which are located on the condominium property.
- 5.7 Bylaws shall mean the Bylaws of the Association as amended from time to time.
- 5.8 Common elements shall mean all portions of the condominium property not included in the units.
- 5.9 Common expenses shall mean all expenses properly incurred by the Association in the performance of its duties, including, but without limitation, the following:
- A. All common expenses identified in the Condominium Act or the Association's governing documents;
  - B. Expenses of administration and management of the Association and condominium property, including expenses for social events and recreational activities for the benefit of the members;
  - C. The expenses of maintenance, repair and replacement of the common elements, limited common elements, any portions of the units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the condominium;
  - D. All reserves required by the Condominium Act, or otherwise established by the Association, regardless of when reserve funds are expended;

E. Costs and expenses of capital improvements, betterments, or additions to the common elements;

F. The expenses that are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or the condominium property;

G. Costs associated with installing security systems, or providing security services to the residents in the community;

H. The costs of carrying out the powers and duties of the Association, and any other valid charge against the condominium property as a whole, whether or not included in the foregoing, designated as common expense by the Condominium Act, or the Association's governing documents.

5.10 Common surplus means the amount of all receipts or revenues of the condominium which exceeds common expenses and shall be shared among the unit owners in accordance with the undivided shares as stated herein.

5.11 Condominium shall mean that form of ownership of real property created pursuant to the Condominium Act which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

5.12 Condominium Act or Florida Condominium Act shall mean the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as amended from time to time.

5.13 Condominium parcel shall mean a unit, together with the undivided share in the common elements appurtenant to each unit.

5.14 Condominium property shall mean the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

5.15 County shall mean Pinellas County, Florida.

5.16 Electronic document shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc.

5.17 Limited common elements shall mean those portions which are reserved for or attributable to the exclusive use of a unit owner to the exclusion of other unit owners, which shall include the balconies, terraces, and patios.

5.18 Rules and regulations shall mean any and all reasonable rules, regulations, and resolutions duly adopted by the Board of Directors.

5.19 The use of singular, plural, or gender shall mean, whenever the context so permits, that the use of the plural includes the singular and the use of the singular includes the plural; and that the use of any gender shall be deemed to include all genders.

5.20 Unit shall mean a part of the condominium property which is subject to exclusive ownership.

5.21 Unit owner or owner of a unit shall mean a record owner of legal title to a condominium parcel.

5.22 Utility services shall mean but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, and sewage disposal.

5.23 Voting interests shall mean the voting rights of the Association members pursuant to the Articles of Incorporation and Bylaws.

6. The condominium property consists of the land described above and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the Condominium Plats attached hereto as COMPOSITE EXHIBIT A. In addition, the condominium property shall include as common elements and/or to be treated as common elements, any interest in real property acquired by Association in accordance with the provisions contained herein.

6.1 The principal improvements on the real property submitted herewith to condominium ownership consists of twenty-seven (27) buildings, two swimming pools, two clubhouses and a tennis court. The apartment buildings are known as Buildings 1 through 19, inclusive, and 21 through 28, inclusive and will contain a total of two hundred forty-four (244) units, as more specifically described in the Condominium Plats attached hereto.

6.2 The recreation areas and facilities are owned as common elements in the percentages described herein. The use of the recreational facilities by the unit owners shall be by virtue of their ownership of a unit in the condominium, together with the undivided interest in the common elements. The Association may adopt additional rules and regulations, as amended from time to time; regarding the use of the recreation areas and facilities.

6.3 Each unit is declared to be a condominium unit, and is designated by a three (3) or four (4) digit identifying number. In the case of a three-digit identifying number, the first digit identifies the building in which the unit is located. In the case of a four-digit identifying number, the first two digits identify the building in which the unit is located. The next digit in the identifying number represents the floor in which the unit is located. The last digit in the identifying number represents the unit.



6.4 Each numbered unit shall have as its boundary lines, the interior unpainted finished surfaces of the ceiling, floor, and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter wall of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

6.5 The boundary lines of each terrace, balcony or porch are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the porch, terrace or balcony, or, if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall and the interior finished surfaces of the floor and ceiling of said porch.

6.6 Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and to the interior of each unit in any limited common elements appurtenant to that unit such as balconies.

6.7. Survey, Plot Plan, and a Graphic Description of Improvements. Attached hereto as COMPOSITE EXHIBIT A and made a part hereof, is, a survey, plot plan and geographic description of improvements, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them.

7. LIMITED COMMON ELEMENTS. Limited common elements shall include the balconies, terraces, and patios. Parking spaces may be assigned to the units in the manner hereinafter provided. Parking spaces assigned to a unit are limited common elements reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking space not assigned shall, during the period when they are not assigned, be deemed to be used as directed by the condominium Association. All parking spaces, regardless of whether they are assigned to a unit as a limited common element, shall be maintained by the Association.

8. UNDIVIDED SHARES IN THE COMMON ELEMENTS, COMMON EXPENSES, AND COMMON SURPLUS APPURTENANT TO EACH UNIT. The percentage of ownership of the common elements, which shall be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is as follows:

UNIT	PERCENTAGE	UNIT	PERCENTAGE
111	.452470	211	.452470
112	.452470	212	.452470
113	.452470	213	.452470
114	.452470	214	.452470
121	.452470	221	.452470
122	.452470	222	.452470

123	.452470	223	.452470
124	.452470	224	.452470
311	.289100	411	.289100
312	.340900	412	.340900
313	.340900	413	.340900
314	.289100	414	.289100
321	.289100	421	.289100
322	.340900	422	.340900
323	.340900	423	.340900
324	.289100	424	.289100
511	.417940	523	.340900
512	.340900	524	.417940
513	.340900	531	.417940
514	.417940	532	.340900
521	.417940	533	.340900
522	.340900	534	.417940
611	.289100	711	.289100
612	.340900	712	.340900
613	.340900	713	.340900
614	.289100	714	.289100
621	.289100	721	.289100
622	.340900	722	.340900
623	.340900	723	.340900
624	.289100	724	.289100
811	.289100	911	.289100
812	.340900	912	.340900
813	.340900	913	.340900
814	.289100	914	.289100
821	.289100	921	.289100
822	.340900	922	.340900
823	.340900	923	.340900
824	.289100	924	.289100
1011	.417940	1023	.340900
1012	.340900	1024	.417940
1013	.340900	1031	.417940
1014	.417940	1032	.340900
1021	.417940	1033	.340900
1022	.340900	1034	.417940
1111	.417940	1123	.340900
1112	.340900	1124	.417940

1113	.340900	1131	.417940
1114	.417940	1132	.340900
1121	.417940	1133	.340900
1122	.340900	1134	.417940
1211	.417940	1223	.340900
1212	.340900	1224	.417940
1213	.340900	1231	.417940
1214	.417940	1232	.340900
1221	.417940	1233	.340900
1222	.340900	1234	.417940
1311	.417940	1323	.340900
1312	.340900	1324	.417940
1313	.340900	1331	.417940
1314	.417940	1332	.340900
1321	.417940	1333	.340900
1322	.340900	1334	.417940
1411	.289100	1511	.289100
1412	.340900	1512	.340900
1413	.340900	1513	.340900
1414	.289100	1514	.289100
1421	.289100	1521	.289100
1422	.340900	1522	.340900
1423	.340900	1523	.340900
1424	.289100	1524	.289100
1611	.289100	1711	.452470
1612	.340900	1712	.452470
1613	.340900	1713	.452470
1614	.289100	1714	.452470
1621	.289100	1721	.452470
1622	.340900	1722	.452470
1623	.340900	1723	.452470
1624	.289100	1724	.452470
1811	.452470	1821	.452470
1812	.452470	1822	.452470
1813	.452470	1823	.452470
1814	.452470	1824	.452470
1911	.417940	1923	.340900
1912	.340900	1924	.417940
1913	.340900	1931	.417940
1914	.417940	1932	.340900

1921	.417940	1933	.340900
1922	.340900	1934	.417940
2111	.452470	2211	.593254
2112	.452470	2212	.593254
2113	.452470	2213	.593254
2114	.452470	2214	.593254
2121	.452470	2221	.593254
2122	.452470	2222	.593254
2123	.452470	2223	.593254
2124	.452470	2224	.593254
2311	.593254	2411	.593254
2312	.593254	2412	.593254
2313	.593254	2413	.593254
2314	.593254	2414	.593254
2321	.593254	2421	.593254
2322	.593254	2422	.593254
2323	.593254	2423	.593254
2324	.593254	2424	.593254
2511	.593254	2611	.452470
2512	.593254	2612	.452470
2513	.593254	2613	.452470
2514	.593254	2614	.452470
2521	.593254	2621	.452470
2522	.593254	2622	.452470
2523	.593254	2623	.452470
2524	.593254	2624	.452470
2711	.593254	2721	.593254
2712	.593254	2722	.593254
2713	.593254	2723	.593254
2714	.593254	2724	.593254
2811	.417940	2823	.340900
2812	.340900	2824	.417940
2813	.340900	2831	.417940
2814	.417940	2832	.340900
2821	.417940	2833	.340900
2822	.340900	2834	.417940

9. EASEMENTS.

9.1 Ingress and Egress. A non-exclusive easement for ingress and egress over all streets, walks, and other rights-of-way serving the units of the condominium property, has been created as shown on COMPOSITE EXHIBIT A.

9.2 Encroachments. All the condominium property and all the condominium units and the common elements and the limited common elements shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by minor inaccuracies in construction or reconstruction of the building for such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do not exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

10. MEMBERSHIP IN CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS.

10.1 Every owner of a condominium unit, regardless of how title is acquired, is bound to and hereby agrees that he shall accept a membership in the Association and does hereby agree to be bound by this Declaration, the Bylaws of the Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary. The owner of every condominium unit shall accept ownership of said unit subject to the governing documents and any restrictions, easements, reservations, conditions and limitations of record and affecting the land and improvements constituting the condominium property.

10.2 Subject to the provisions and restrictions set forth in the Articles of Incorporation and Bylaws of the Association, each unit owner is entitled to one vote in for each unit owned by him. Voting rights, qualifications of voters, and membership in the corporation are more fully described in the Articles of Incorporation and Bylaws of the Association.

11. AMENDMENTS TO THE DECLARATION. Amendments to the Declaration may be proposed by the Board of Directors, or by a petition signed by at least twenty-five percent (25%) of the unit owners, provided that any amendment proposed by the unit owners is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be provided to all unit owners at least fourteen (14) days prior to the meeting where the voting will take place, together with a notice of the membership meeting where the proposed amendments will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting. Amendments must be approved by at least a majority of those owners who participate in the



voting, in person or by proxy, at a membership meeting, provided that a majority of all members entitled to vote must participate in the voting in order for the vote to be valid. As to any amendments which are approved, a Certificate of Amendment signed by the president or vice president, with two witnesses and a notary, will be recorded in the Pinellas County Public Records with the approved amendments.

12. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists upon the land. These restrictions shall be covenants running with the land. In addition to the following, the Board of Directors may adopt reasonable rules and regulations relating to the use and occupancy of the condominium property in accordance with the terms hereof.

12.1 Responsibility. Each unit owner shall be responsible for ensuring that the owner's family, guests, invitees, tenants and occupants comply with all provisions of the Association's governing documents. Furthermore, each owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the owner's family, guests, tenants or occupants, as a result of such person's violation of the Association's governing documents, the Association may take action against the owner as if the owner committed the violation in conjunction with the owner's family, guests, tenants or occupants.

12.2 Single Family Use. No unit shall be used for any purpose other than single family residential use. Single family shall mean one or more persons who are all related by blood, marriage, or legal adoption; or no more than two unrelated persons living and cooking together as a single housekeeping unit.

12.3 Limits on Business, Professional, and Non-Residential Activities. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the condominium property, or in any condominium unit, except that the owner, tenant, or occupant residing in a unit may conduct ancillary business activities within the unit so long as:

- A. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the unit;
- B. The business activity neither increases postal deliveries nor increases pedestrian or vehicular traffic in the condominium in excess of what would normally be expected for units in the condominium;
- C. The business activity is legal and conforms to all zoning requirements for the condominium;
- D. The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

E. The business activity is consistent with the residential character of the condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the condominium, as determined in the Board's discretion; and

F. The business activity does not result in a materially greater use of common element facilities or Association services.

G. The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, a license is required therefore.

H. Notwithstanding the above, the use of a unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph. The Board of Directors shall have the sole discretion to determine what, if anything, is unreasonable about a particular business activity.

12.4 Timeshare. No unit shall be titled to reflect a timeshare interest in any owner. No unit shall be used as a timeshare. For purposes of this section, "timeshare" shall mean any interest in a unit whether by deed or operation, which the exclusive right of use, possession, or occupancy of the unit circulates or alternates among the various owners of such unit in accordance with a fixed or variable time schedule. Additionally, no more than two individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units. Transactions and contracts such as agreements for deed, fractional ownership interests in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. Exceptions may be permitted by the Board of Directors where title to a unit is to be held by more than two persons, if necessary for purposes of estate planning through rights of survivorship, and if all owners are immediate family members. Units currently owned by more than two persons will be grandfathered, and will be permitted to retain their current ownership status. Upon the sale of such unit, however, the purchasers must comply with all restrictions in effect at that time.

12.5 Nuisance Prohibited. No nuisances shall be allowed to be committed, or maintained upon the condominium property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. Any disturbance on the condominium property requiring police intervention shall be deemed a nuisance and a violation of this provision.

12.6 Owners and residents must not interfere with official condominium business, including, but without limitation, the following:

- A. Obstructing the ability of the Board of Directors for the Association to exercise its powers and duties;
- B. Harassing Board Members, including calling them on the telephone or coming to their homes when not specifically invited;
- C. Interfering with or disrupting the Board Member election process;
- D. Attempting to sway or influence any membership vote; or
- E. Harassing or attempting to direct or assert control over the Association's agents, employees, or any contractors providing services to the Association..

12.7 No immoral, improper, nor offensive use shall be made on the condominium property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. Loitering and/or sleeping on the common elements by non-residents shall be deemed a violation of this provision and is strictly prohibited.

12.8 No unit owner shall permit any use of their unit or use of the common elements that will increase the cost of insurance upon the condominium property.

12.9 Condominium and Personal Property. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No personal items including, but without limitation, bicycles, carriages, toys, furniture, or any other objects may be stored on the common elements. Any personal property found on the common elements may be removed and disposed of by the Association. The personal property of unit owners and occupants must be kept in their respective units or limited common elements, subject to reasonable restrictions adopted by the Board of Directors. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the buildings in the condominium.

12.10 No unit owner or resident shall place or install plants, flowers, bushes, trees or any other landscaping on the common elements, whether potted, planted, hung or otherwise. All landscaping shall be performed by the Association. Any plants or landscaping placed or installed on the common elements by an owner or resident may be removed and disposed of by the Association.

12.11 Portable On Demand Storage System (PODS) or similar external storage systems and/or units are not permitted on the condominium property.

12.12 Balconies, Terraces, and Porches.

- A. Objects over forty-two (42) inches in height, charcoal and gas grills, laundry garments, towels and objects other than bicycles, potted plants and patio furniture, except

as may be authorized by the Board, shall not be placed on a balcony, terrace, or porch. Objects shall not be permitted to hang over or be attached to any exterior balcony wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of the balcony wall. Penetration of the surfaces of a balcony, terrace, or porch wall or floor is prohibited.

B. Installation of any kind of floor covering, within or upon any balcony, terrace, or porch including but not limited to carpet and/or tile, is strictly prohibited without written consent by the Association. Additionally, the Association may adopt additional rules and regulations, as amended from time to time, regarding the installation and maintenance of any floor covering.

C. No balcony, terrace, or porch shall be extended beyond the exterior walls of the building(s).

12.13 Signs. No person may post or display any signs anywhere on the condominium property, including "For Sale", "For Rent", "Open House" and other similar signs; provided that, the Board may, by rule, promulgate exceptions to this prohibition, identifying signs of specifically defined purpose, number, and dimensions which will be authorized (such as those issued by security companies to purchases of home security systems, etc.). The Association can post a sign for the purpose of unit owners selling or renting their units, and said sign shall be erected in an area designated by the Association.

12.14 Occupancy. No unit shall be permanently occupied by more than two (2) persons for each bedroom in the unit. Under no circumstances may more than one (1) single family reside in a residential condominium unit at one time. Families or words of similar import used herein shall be limited to spouses, parents, parents-in-law, children, and grandchildren, and a "single family" as used herein shall be defined as one or more persons who are all related by blood, marriage or legal adoption; or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit.

12.15 Vehicles and Parking. In recognition of the limited availability of common element parking areas on the condominium property, the following restrictions shall apply to the parking of vehicles at the condominium:

A. Except as set forth below, only conventional passenger automobiles manufactured for such purpose, may be parked on the common elements. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans and pick-up trucks which do not exceed ½ ton, sport utility vehicles, and similar vehicles provided they are able to be parked completely within the dimensions of the parking spaces, are in a condition substantially similar to that which existed when they were sold by the manufacturer, and provided they contain no external commercial markings. The Board shall have the authority to adopt additional rules and regulations to supplement this provision.



B. All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or use principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pick-up trucks and vans cannot fit completely within the dimensions of the parking spaces), boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, motorcycles, and mopeds shall not be parked on the condominium property.

C. Parking Spaces. The Association shall assign one parking space to each unit and the Association shall maintain a roster of all assigned parking spaces. Unassigned parking spaces shall be used for overflow and guest parking. All parking spaces and use of same shall be subject to reasonable rules and regulations established by the Board, from time to time, including the right of the Association to limit the number of spaces utilized by a single unit owner so as to allow a sufficient number of spaces for use by temporary service vehicles and guests.

D. No more than one vehicle per licensed driver residing in a unit shall be permanently parked on the condominium property.

E. Visiting guests driving trucks in excess of ½ ton or riding motorcycles, scooters or mopeds are restricted to the tennis court area for parking while visiting. Under no circumstances will they be permitted to park or be driven to any other area of condominium property.

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

G. Notwithstanding the foregoing parking limitations, the following exceptions shall be made:

1. Service vehicles may be temporarily parked in parking areas during the time they are actually servicing a unit.

2. Boats, recreational vehicles, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded. In no event, shall any of the aforescribed vehicles be allowed to park overnight on condominium property.

H. All motor vehicles must be operable and must have a current license tag. No repair or maintenance of vehicles is permitted other than changing a flat tire or replacing



or charging a defective battery. The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly.

I. The Board may adopt additional rules and regulations relating to parking on the condominium property, and addressing the parking of permitted vehicles within the limited space available for parking, as the Board determines necessary or desirable from time to time. The Association shall have the right to tow non-compliant vehicles from the property.

12.16 Uniform Appearance. No unit owner shall place or install any colored, reflecting, or solar material on any windows without written approval of the Association. All shades, Venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners may not make any alterations to the limited common elements without written approval from the Association and any such improvements must be installed in accordance with the plans and specifications of the Association.

12.17 Air-conditioning Units, Window and Exhaust Fans. No window air-conditioning units, window fans, or exhaust fans shall be installed in a unit.

12.18 Garbage Disposal.

- A. No garbage or refuse shall be placed or stored on the common elements.
- B. All trash must be contained in a closed bag or other acceptable trash container before being deposited in the trash dumpster. All corrugated cardboard boxes must be flattened before being placed in the dumpster.
- C. No construction materials, chemicals, paint, oil, large household items, including but not limited to appliances, mattresses, box springs, televisions, or furniture, or any other similar item(s) may be disposed of on the condominium property.

12.19 Regulations. The Board of Directors may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the condominium property. Rules and regulations shall be consistent with the rights and duties established by this Declaration. The Association may impose reasonable monetary fines, up to the maximum amount allowed by law, and other sanctions for violations of the Declaration, Bylaws, or rules and regulations.

12.20 Pets.

- A. A unit owner may keep no more than three (3) domesticated cats in his or her unit provided they are neutered or spayed, and declawed. Small fish, birds, and hamsters are allowed, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets of any kind shall be permitted in any unit. All pets

must be inoculated as required by law and are only allowed in the common elements provided they are caged or leashed. Unit owners or other residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. Any pet causing, creating, or contributing to a nuisance (including excessive odor) or unreasonable disturbance or annoyance or noise shall be permanently removed from the property 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, provided the owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action.

B. A unit owner shall be responsible for all violations of this Declaration by renters, lessees, guests or other persons of his units, and said unit owner shall be subject to such fines or penalties as the Association imposes for each violation. Any unit owner or other resident who keeps any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association and each unit owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the condominium.

C. Any pets properly residing within a unit at the time of adoption of this amendment shall be allowed to continue in residence despite provisions within this paragraph 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 amendment. No such non-conforming pets may be replaced upon their demise, or permanent removal from the property, if such replacement shall constitute a violation of this paragraph as amended. The rights hereby granted shall also be subject to any and all regulations concerning animals that may be established from time to time by the Association.

D. Unit owners or residents may not feed, keep as pets, or permit within the units or limited common elements, any wild or feral animals.

12.21 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner, tenant, guest, or occupant to comply with the terms of the Declaration, Bylaws, and rules and regulations adopted pursuant thereof, and said documents and rules and regulations as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees including appellate proceedings from the non-prevailing party.

13. MAINTENANCE, MODIFICATIONS, AND ALTERATIONS. Responsibility for the protection, maintenance, repair, and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

13.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair, and replacement of all common elements and Association property (other than the portions of the limited common elements that are required elsewhere herein to

be maintained by the unit owner). The cost is a common expense. The Association's responsibilities also include, without limitation:

- A. Conduits, wires, pipes and utility lines up to the point where such lines enter any unit (up to but not including the outlet).
- B. Sewer lines up to the point where they enter the individual unit.
- C. All installations, fixtures and equipment for the furnishing of utilities to the common elements or more than one unit.
- D. All exterior building walls.
- E. The Association's responsibility does not include interior wall outlets, switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a unit (other than as specifically identified above).

13.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

A. To maintain, repair and replace, at his expense, all portions of his unit excepting the portion to be maintained, repaired and replaced by the Association, which shall be done without disturbing the rights of other unit owners. Such maintenance responsibilities shall include, without limitation, the following:

1. Maintenance, repair, and replacement of screens, windows, window frame assemblies, and window glass.
2. Doors, door frame assemblies, and hardware, including painting the exterior surface of the doors in the color mandated by the Association.
3. The electrical, mechanical, and plumbing fixtures, switches, valves, drains and outlets within a unit.
4. The circuit breaker panel.
5. Appliances, water heaters, smoke alarms and vent fans located within the unit.
6. All components of the air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively, including the air conditioning condensation drain lines.
7. Carpeting and other floor coverings.
8. Shower pans.
9. The main water supply shut-off valve for the unit.

10. Dryer vents.
11. All interior walls (excluding load bearing portions thereof).

B. Other Unit Owner Responsibilities:

1. All owners and residents have a duty to promptly report to the Association or management company, any defect, or need for repair or maintenance, for which the Association is responsible.
2. Owners may not paint, decorate, or otherwise change, the appearance, or any portion of the appearance, of the exterior of the condominium building.
3. Balconies, Terraces, and Patio. Where a unit includes a balcony, terrace or patio, the unit owner who has the right of exclusive use of the area shall be responsible for the maintenance of said area. However, the Association is responsible for the maintenance, repair, and replacement of all exterior walls and structural components of such areas. Further, no alterations, modifications, or improvements to such areas may be made without prior written approval from the Association. The Board shall have the authority to adopt rules and regulations to supplement this provision.
4. Flooring. A unit owner who desires to install in place of carpeting any hard-surface floor covering (e.g. hard wood, laminate, linoleum, marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the removal of such hard-surface flooring at the expense of the offending unit owner. The Board shall have the authority to adopt rules and regulations to supplement this provision.
4. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association. Any window film applied must be transparent and non-reflective.

13.3 Modifications and Alterations:

- A. Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance, and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. The Association shall make no material alteration of or substantial additions to, the common elements or the real property owned by the



Association costing more than ten percent (10%) of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least a majority of the total voting interests who participate in the voting, in person or by proxy, at a duly noticed meeting. Alterations or additions costing less than this amount, and alterations relating to painting of the condominium buildings, may be made with Board approval solely. If work reasonably necessary to protect, maintain, repair, replace, or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no unit owner approval is required. The cost of such alterations or improvements shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any unit owner without his consent.

B. Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to the common elements, limited common elements, or his unit, or in any manner change the exterior appearance of any portion of the condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or in whole. A unit owner must obtain all required governmental permits and approvals before commencing any Board approved alteration. Additionally, any Board approved alteration in excess of \$2,500.00 shall have a Notice of Commencement recorded in Pinellas County Public Records and properly posted on the premises prior to any work beginning. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors.

C. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property.

D. All maintenance, repairs, replacements, alterations, additions, or improvements, made by a unit owner pursuant to this section, shall be made in accordance with the standards and procedures adopted by the Board of Directors, as may be amended from time to time.

13.4 Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or limited common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s)



are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

13.5 Hurricane Shutters. Notwithstanding any provisions herein to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutters for use in the condominium, and such other rules regarding the use and installation of the shutters as deemed advisable in the Board's discretion. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. No hurricane shutters except the standard model, color and style adopted by the Board of Directors shall be permitted. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

13.6 Negligence. The owner of each unit shall be liable for the expenses of any maintenance, repair, or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common elements appurtenant to the unit that he/she may be required to maintain hereunder, and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

13.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of inspection for microbial growth, pest control, and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the non-availability of a key.

13.9 Pest Control. The Association shall provide subterranean termite treatment for all buildings and may take any preventative action regarding termite control as it shall deem appropriate. Unit owners shall be responsible for treatment of the individual units for drywood termites. However, in the event the Board deems it appropriate to treat all or any portion of a building for drywood termites in order to protect the common elements or units, the Association shall have such authority to enter into any appropriate contracts. If tenting of a building or buildings is required to treat drywood termite infestation, as determined by the Board, the Association shall have the authority to enter contracts for the treatment or tenting of any such buildings, the cost of which shall be a common expense. All owners and occupants in an affected building requiring tenting or treatment must cooperate with the Association and its contractors, and vacate the building at their own expense, as required, to coordinate effective treatment. The Association shall also have the authority to pay for renewal fees in connection with subterranean and drywood termite guarantees, following initial treatment, and the cost of such renewals will be treated as a common expense. If any owners do not pay their share of termite treatment costs under this section, the Association may file a lien and will have all remedies available for collection as exist for unpaid maintenance fees.

13.10 Loss Prevention and Allocation of Responsibility.

A. Unit owners are required to maintain the interior of the units at all times in a manner which would prevent the development of mold, mildew, or similar toxic growth. In the event that mold, mildew or other health-impairing microbial growths (collectively "microbial growth") occur in the unit, the unit owner shall take immediate action to remove the microbial growth, and sterilize the unit, and shall immediately notify the Association. If the microbial growth causes damage to the portions of the unit which are maintained by the Association, to the common elements, or to any other unit, the costs of all repairs and remediation, other than that which is covered by such insurance as the Association may choose to obtain from time to time, will be borne by the owner of the unit from which the microbial growth originated. Repairs to the common elements shall be made by the Association, and the cost will be assessed against the unit from which the microbial growth originated. The assessment will be secured by a lien to the maximum extent allowed by law, and collected in the same manner as any other assessment under this Declaration. The unit owner will also be responsible for all costs and attorneys' fees incurred by the Association in connection with the performance of any maintenance or corrective action needed, and in connection with the collection of any amounts owed by the unit owner pursuant to this section of the Declaration.

B. Unit owners are also required to inspect all appliances, and all related hoses and connections, on a regular basis in order to ensure that these are all in proper working order, and in order to prevent any leaks or other incidents which could cause damage to the condominium property. The Association may also inspect appliances and related equipment at such times as the Board of Directors determines appropriate, and the Association is authorized to enter units for this purpose, following reasonable notice, and may require owners to undertake maintenance deemed to be appropriate as a preventative measure.

C. When a unit is expected to be vacant or unoccupied for a period of forty-eight (48) hours or more, it shall be the responsibility of the unit owner to turn off the water supply to his or her unit, including the water supply to the refrigerator, dishwasher and hot water heater during such period of time, and turn off the electric power to the hot water heater. Additionally, the unit owner shall run the air conditioning unit during such time to maintain a proper humidity level during such absence, for the purpose of preventing the occurrence of microbial growth that could develop if moisture enters the unit during such times. Further, the unit owner is to arrange to have someone visit and inspect any unoccupied unit at least one (1) time every two (2) weeks, in order to determine whether any leaks have occurred. If any leak, microbial growth, or other damage is found, the Association shall be immediately notified.

D. Any unit owner causing damage to any property in the condominium by reason of the installation, operation, failure, or breakage of any item, appliance, line, or equipment located in his or her unit (including fixtures), regardless of whether the item or equipment is shown to have caused the damage as a result of the owner's failure to properly maintain the item or equipment, or failure to comply with the requirements of this section of the Declaration, shall be strictly liable to the owner of any other unit damaged, and to the Association for any damage to the common elements or any unit components for which the Association is responsible to maintain, without regard to the negligence or fault of the owner from whose unit the cause of the damage originated.

E. If a unit owner contends that the Association is responsible for the repair or replacement of any portion of the unit or limited common elements appurtenant to a unit, or any personal property located therein, such unit owner must immediately notify the Association of the occurrence of any such damage and allow the Association to inspect the damage before any repairs are undertaken. If emergency repairs must be undertaken before the Association can inspect the damage, the unit owner must take all possible steps to preserve any evidence relating to the damage by taking photographs and otherwise documenting the nature and cause of the damage.

F. Unit owners shall indemnify and hold harmless the Association, its agents, assigns, officers, directors, employees, and successors from any and all damage caused by microbial growth that is unknown to the Association. Damage includes, but is not limited to, property damage, personal injury, loss of income, emotional distress, loss of use, loss of value, adverse health effects, death, or any other effects. This indemnification and hold harmless provision applies to any exposure to microbial growth caused in whole or in part by any action or in-action of the unit owner resulting in microbial growth, including but without limitation, a unit owner's failure to notify the Association of conditions resulting in microbial growth, or the Association's lack of knowledge concerning microbial growth in the unit or common elements.

13.11 Enforcement of Maintenance. In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to



recover all costs and attorneys' fees incurred; provided, however, the Association shall have the right to have its employees or agents enter the unit in order to prevent damage to the common elements or other units, if an owner has failed to correct a condition; however, any lender or owner in the event the Association fails to comply with the terms and conditions of either this Declaration, or the Articles of Incorporation, or the Bylaws, may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

14. CONVEYANCES, SALES, RENTAL, LEASES, AND TRANSFERS. In order to assure a community of congenial residents and occupants and protect the value of the units, the sale, lease, rental, and transfer of units by any owner shall be subject to the following provisions:

14.1 Transfers. No owner may dispose of a unit or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the price, anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer, and the new purchaser(s) shall make himself or herself available for a personal interview by the Board of Directors or committee of the Association prior to the approval of such transfer. Within thirty (30) days after all information reasonably requested by the Board of Directors has been received, along with the application fee as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within such thirty (30) days shall be deemed approval. The unit owner must provide to the buyer a copy of the governing documents and any other disclosures required by the Florida Statutes.

14.2 Leasing.

A. No unit may be leased during the first twelve (12) months of ownership following the transfer of said unit, during which period the unit must be occupied by a "bona fide owner" or must remain vacant. For the purpose of this restriction, a "bona-fide owner" is defined as an individual that owns at least two-thirds (2/3) of the total interest in the unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited.

B. Provided the aforesaid provisions have been fulfilled, all leases shall be subject to prior approval of the Association and no lease shall be for a period of less than one year. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to

exceed any limitation imposed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview prior to the approval of such lease. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

C. Only those persons approved at the time of the application and interview process will be considered legal occupants of the unit. No lease renewal, subleasing, assignment of a lease, or any other change in occupancy, is permitted. However, notwithstanding the foregoing, in the event of a substantial change in life circumstances requiring additional persons to occupy a unit with an approved resident (for example, marriage, return of a college student, need for a caretaker, etc.), any such additional persons must complete an application and interview, and be approved by the Board of Directors.

D. As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the condominium and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.

E. As an additional condition of approval of a lease, the Association may require that the lessee place a security deposit, not to exceed the maximum amount permit by law, into an escrow account maintained by the Association which shall protect against damages to the common elements or Association property.

F. It shall be the duty of the Association to notify the unit owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.

14.3 Reasons for potential disapproval of a transfer or lease include, without limitation:

A. A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community.

B. A history evidencing actions which indicate a disregard for, or indifference concerning rules and regulations associated with community living.



C. Providing untimely, false, or incomplete information in connection with the application.

D. Delinquent monetary obligations owed to the Association.

14.4 Disapproval. If a proposed transfer or lease is disapproved by the Association, the unit owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such unit, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.

14.5 Other Transfers. If any unit owner shall acquire his title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the unit shall be subject to the approval of the Association in the same manner as a lease as set forth above.

14.6 Visitor Occupants. Unit owners or approved lessees shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, with respect to each such visitor. The six-month period will begin when the visitor occupancy begins with respect to each such visitor. During the first year of ownership, visitor occupants shall only be allowed if the owner is also in residence during the visitor occupancy.

A. In the absence of the unit owner or approved lessee(s), only immediate family shall be allowed to occupy a unit as visitor occupants. "Immediate family" includes and is limited to spouses, parents, grandparents, children, siblings, grandchildren (and their respective spouses or cohabitating partners) of the owner or approved lessee of the owner's unit. A "visitor occupant" is defined as a non-owner, who occupies a unit with the permission of the owner or approved lessee, without paying remuneration to the owner or approved lessee. If an owner or approved lessee wishes to allow the use of his/her unit by an immediate family member visitor occupant in the owner or approved lessee's absence, the owner or approved lessee must notify the Association in writing by letter to the Board. The letter must set forth in the name of the visitor occupant(s), date of arrival and date of departure, make, model and a tag number for any vehicle which will be parked on the common areas, and such other information as the Board of Directors may reasonably require from time to time.

B. Guests in Absence of Owner or Lessee. Any guests occupying a unit in the absence of an owner or approved lessee, other than "visitor occupants" as defined above, shall be deemed tenants, and shall be subject to approval by the Association in the manner required for leases as set forth above, even if no compensation has been received for the use of the unit. Successive usage by the same individual(s) or family, or movement from one unit to another in order to circumvent this restriction will not be permitted.

14.8 When a unit is leased, or occupied in the absence of the owner, only the current occupant(s) of the unit shall have the right to use the common elements and Association property, to the exclusion of the non-resident party, regardless of whether the non-resident

party is the owner of the unit. Dual use of the common elements or association property when a unit is leased or occupied by a guest in the absence of the owner is prohibited.

14.9 Prohibition on Sexual Predators and Offenders. Neither "sexual predators," nor "sexual offenders," as those terms are defined by the Florida Statutes, shall be permitted to occupy any unit, at any time, whether he or she is an owner, tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such unit. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the condominium property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

14.10 Mortgage. No apartment owner may execute a mortgage against his unit to any entity other than a commercial lender, bank, life insurance company, or federal savings and loan association, without the approval of the Association, which shall not be unreasonably withheld.

14.11 Exceptions. The foregoing provisions shall not apply to the Association if it acquires title to a unit through foreclosure of a lien for assessments, or a transfer or purchase by an institutional lender which acquires its title as the result of foreclosure of a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale.

14.12 Unauthorized Transactions: Any sale, mortgage, lease or occupancy of a unit, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the condominium property, in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

14.13 No Severance of Ownership. No part of the common elements may be sold, conveyed or otherwise disposed of except as an appurtenance to the unit in connection with a transfer or other disposition of a unit shall be deemed to include that unit's appurtenant interest in the common elements.

14.14 Limitation on Ownership.

A. In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons may acquire title to more than three

(3) units in the condominium property. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a member of an immediate family from acquiring a unit when other members of the family own three (3) units. If any person or entity acquires more than one (1) unit after this date, the unit owner must occupy at least one (1) of the units. This restriction shall not apply to any persons or entities that properly own more than two (2) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a further violation. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

B. Additionally, no more than two (2) individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units. An exception may be permitted by the Board of Directors where title to a unit is to be held by more than two (2) persons, if this is done for purposes of estate planning through rights of survivorship, and if all owners are immediate family members. Units currently owned by more than two (2) persons will be "grandfathered," and will be permitted to retain their current ownership status. Upon the sale of such unit, however, the purchasers must comply with all restrictions in effect at that time.

15. ASSESSMENTS; LIABILITIES; LIENS AND PRIORITY; INTEREST; AND COLLECTION. The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property.

15.1 A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title, without prejudice to the rights the new owner may have to recover from the amounts paid from the previous owner. Notwithstanding the foregoing, in the event the Association takes title to unit through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior owner for assessments that came due during any period of ownership prior to the date the Association took title.

15.2 Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due until paid. The Association shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments on account shall be first applied to interest, then to late fees and

attorney fees, then to costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

15.3 The Association shall have a lien on each condominium parcel for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.

15.4 Such lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full. Such liens shall relate back to the date that the original Declaration of Condominium was recorded, and shall be superior to all subsequent liens other than first mortgages. Such claims of liens shall be signed and verified by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

15.5 The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an owner for unpaid assessments may be maintained without waiving the lien securing the same.

15.6 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit. A first mortgagee or its successor or assignees who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments that became due prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

15.7 Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors, and assigns.

15.8 Any person who acquires an interest in a unit, including and without limitation



persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy or use of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.9 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

15.10 Except as set forth herein, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.

15.11 If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

16. **INSURANCE.** The insurance which shall be carried upon the condominium property, including the units, common elements, and Association property shall be as follows:

16.1 **Authority to Purchase Insurance.** All insurance policies shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear.

16.2 **Coverage.**

A. **Casualty.** Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the condominium, including Association property, the common elements, the units, and the personal property of the Association, for the full replacement or insurable value thereof, (as determined annually by the insurance carrier, or the Board of Directors in the event the carrier fails or refuses to make such determination, or as otherwise required by law), less a commercially reasonable deductible, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes, as amended from time to time. All hazard policies



purchased to protect the building shall provide that the word "building" whenever used in the policy shall include, but not be limited to, fixtures, installations or additions compromising that part of the building within the furnished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed when the unit was first conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor, ceiling, or wall coverings. The original policy of insurance shall be held by the Association, shall provide that the unit owners are considered additional insureds under the policy, and institutional lenders shall be furnished, upon request, mortgage endorsements covering their respective interests.

B. Each unit owner shall be responsible for insuring personal property located within the unit; ceiling, floor, and wall coverings, and electrical fixtures, appliances, water heater, and built-in cabinets to the extent these items are located within the unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the condominium property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes.

C. If a statutory opt-out election is effective at the time of a casualty loss, assessments shall be allocated based upon the responsibility for maintenance and repair of the condominium property as provided herein, such that the cost of repair and replacement of that portion of the condominium property for which the Association is responsible shall be assessed against all owners in proportion to their respective share of the common elements; and the cost of repair and replacement of that portion of the condominium property for which the unit owner is responsible, shall be assessed against such owner or owners.

D. Liability. The Association shall obtain and maintain public liability insurance covering all of the common elements and Association property and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the owner's unit, as the owner may deem appropriate.

E. Worker's Compensation. Such worker's compensation coverage as may be required by law.

F. Flood. If the condominium property is located in a federally designated flood area, the Association shall obtain the maximum flood insurance available to protect such improvements, or in an amount equal to the value of the building if the value of the Building is less than the maximum permitted by law.

G. Other Insurance. Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

16.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

16.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the unit owners and their mortgagees in the following shares:

A. Common Elements. Proceeds on account of damage to common elements shall be apportioned as an undivided share for each unit owner, such share being the same as the undivided share in the common expenses appurtenant to the unit.

B. Unit. Proceeds on account of damage to units shall be held in the following undivided shares:

1. When the condominium building is to be restored, proceeds shall be held for the owners of damaged units in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

2. When the condominium building is not to be restored, proceeds shall be held in an undivided share for each unit owner, such share being the same as the undivided share in the common expenses appurtenant to the unit.

C. Mortgager. In the event a mortgage endorsement has been issued as to a unit, the share of that unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the unit owner and mortgagee, pursuant to the provisions of this Declaration.

16.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. Reconstruction or Repair. Damaged property for which insurance proceeds are paid are to be repaired or reconstructed unless doing so shall be impossible or constitute economic waste as defined in Section 718.117, Florida Statutes, as amended from time to time, and such proceeds shall be paid to defray the cost thereof as elsewhere provided. Reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, except as may be modified to comply with the then current building codes, said plans being on file with the building department of the governmental authority having jurisdiction over the condominium. Any proceeds remaining after defraying such costs shall be held by the Association as common surplus benefiting all members of the Association. If the insurance proceeds are insufficient to cover the loss, the Association may levy an assessment against all members of the Association in accordance with the provisions contained herein.

B. Determination not to Reconstruct or Repair. If it is determined that restoration of the damaged property would be impossible or constitute economic waste as defined in Section 718.117 of the Florida Statutes, as amended from time to time, the damaged property shall not be repaired, the condominium shall be terminated in accordance with Section 718.117 of the Florida Statutes, and the insurance proceeds shall be distributed to the owners of all units, remittances to unit owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

16.7 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon any unit and for each owner of any other interest in the condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

17. SEPARABILITY OF PROVISION. Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the Bylaws of the condominium Association or in the condominium Act shall in no manner affect the remaining part of parts here of which are unaffected by such invalidation and the same shall remain effective.

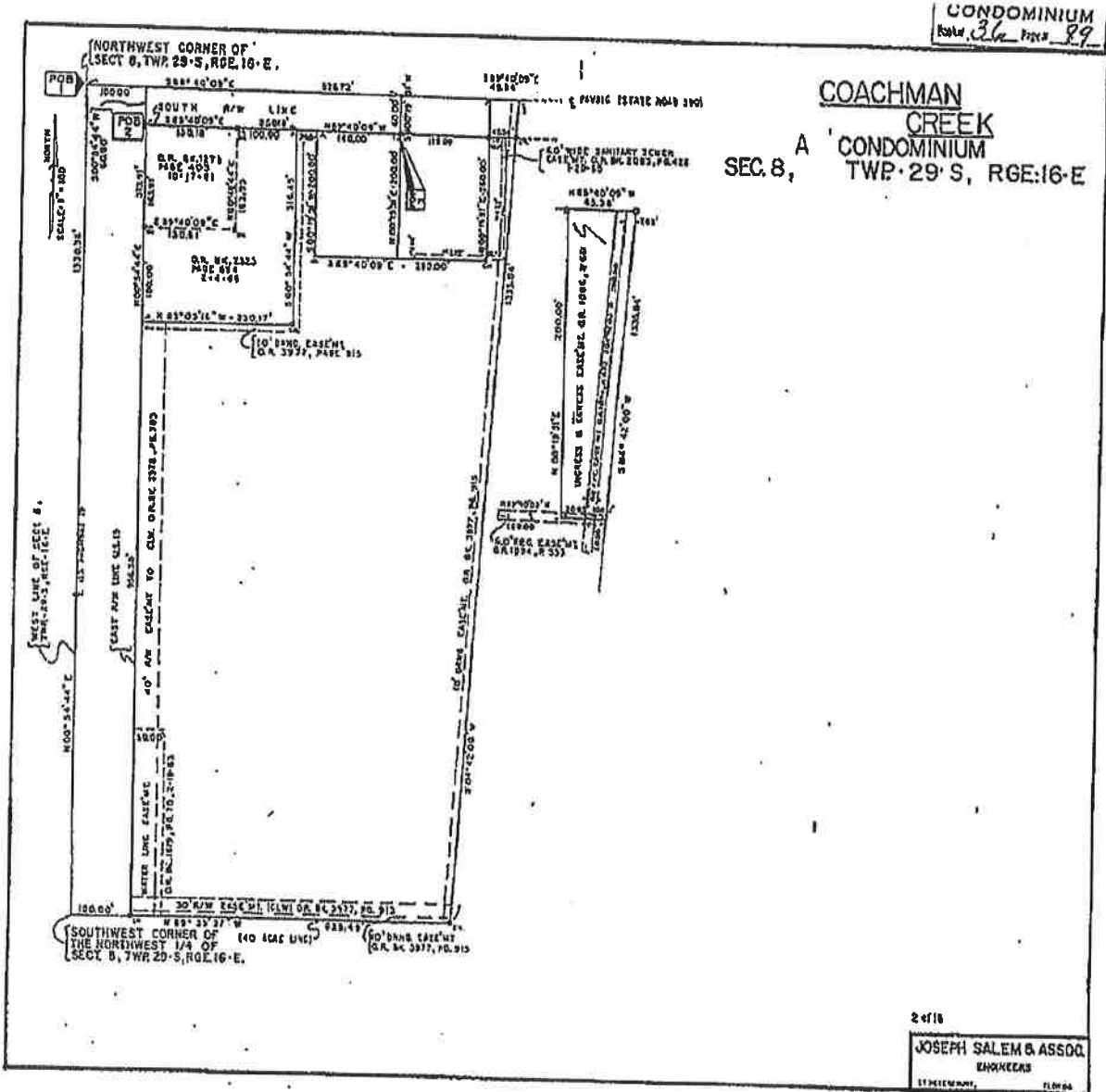
18. TERMINATION. This condominium may be terminated in the manner provided by the Florida Statutes as amended from time to time.

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END OF AMENDED AND RESTATED DECLARATION

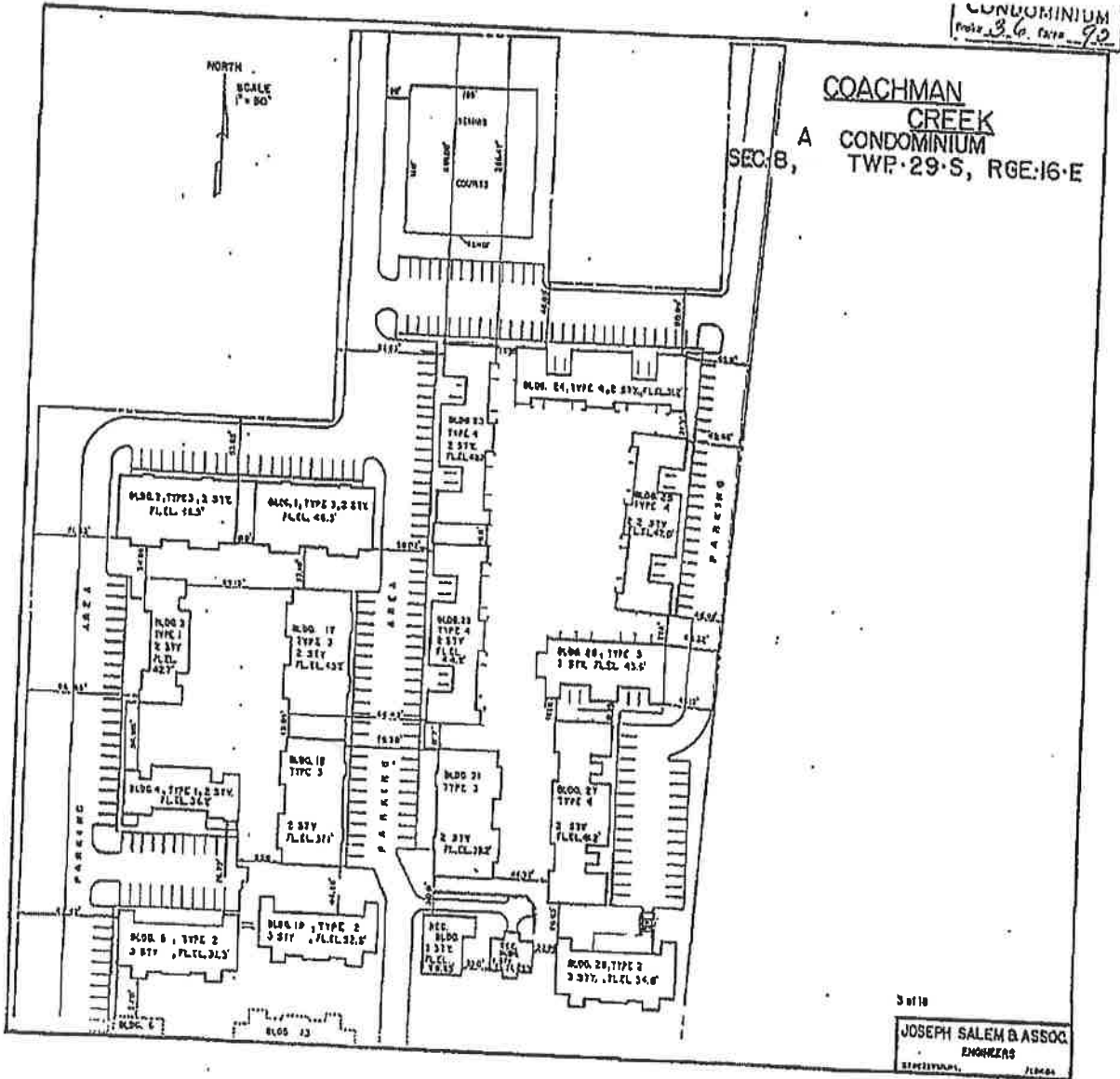


**COMPOSITE EXHIBIT A**  
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Declaration of Condominium for Coachman Creek, a Condominium

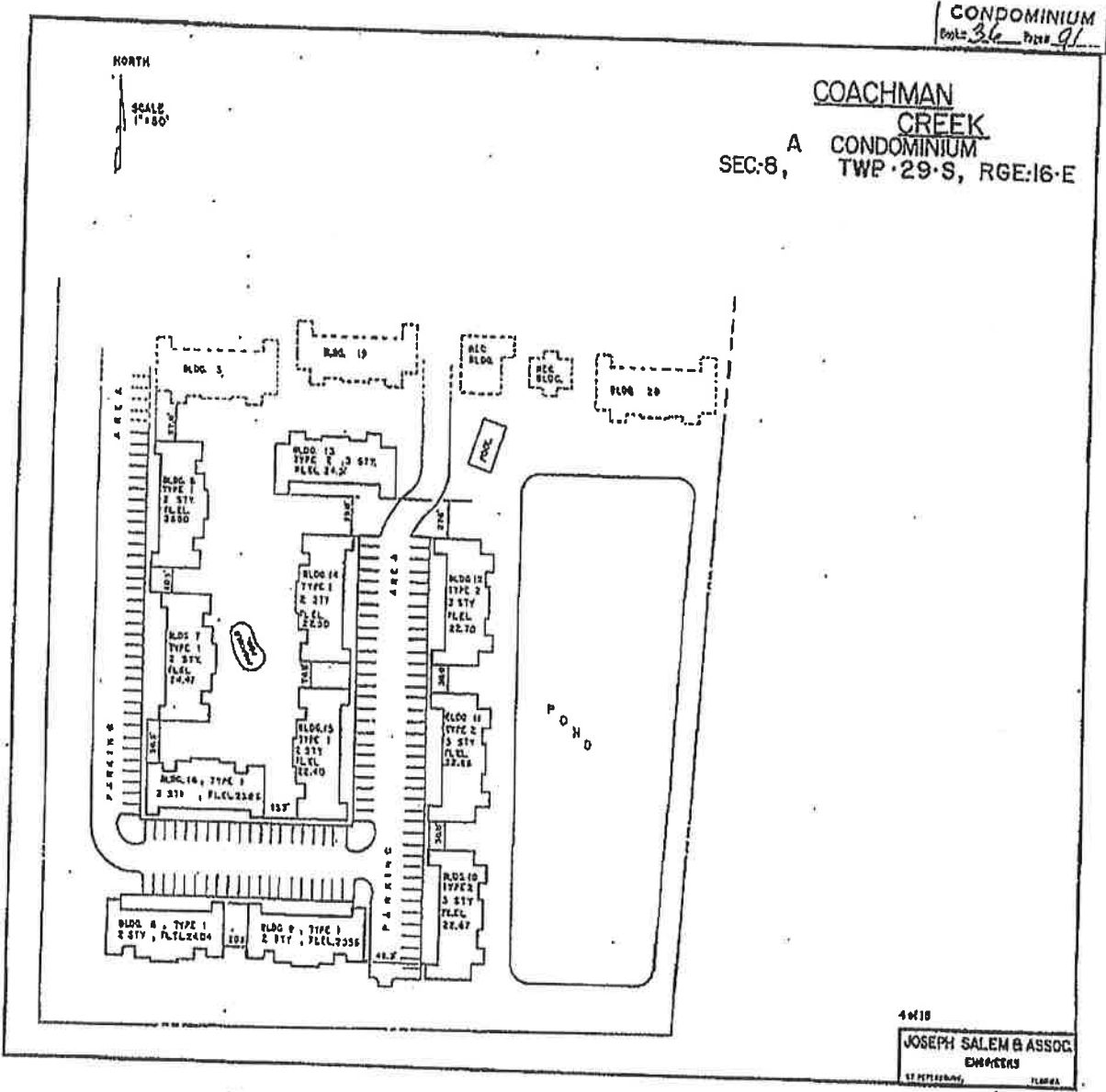




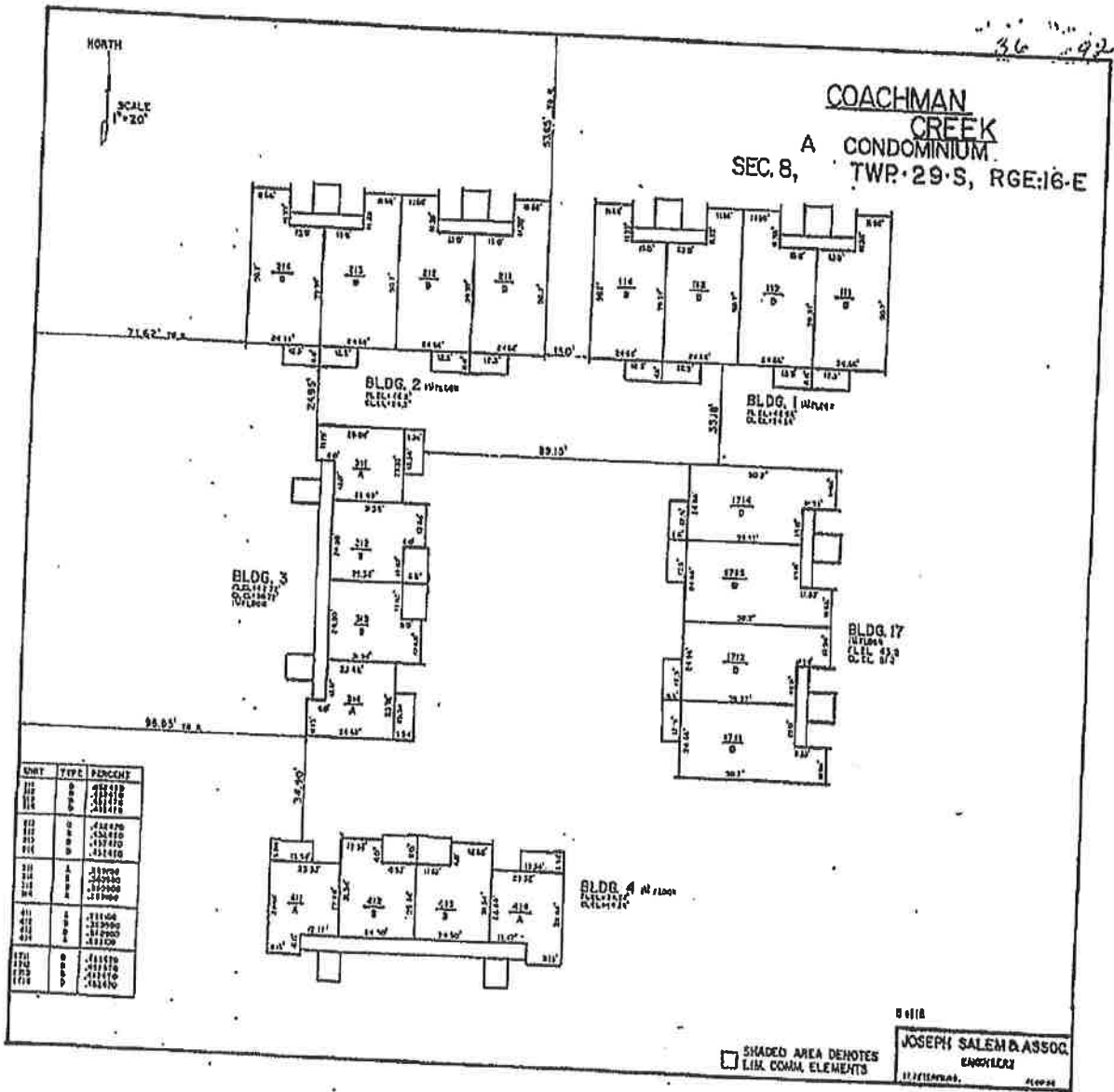
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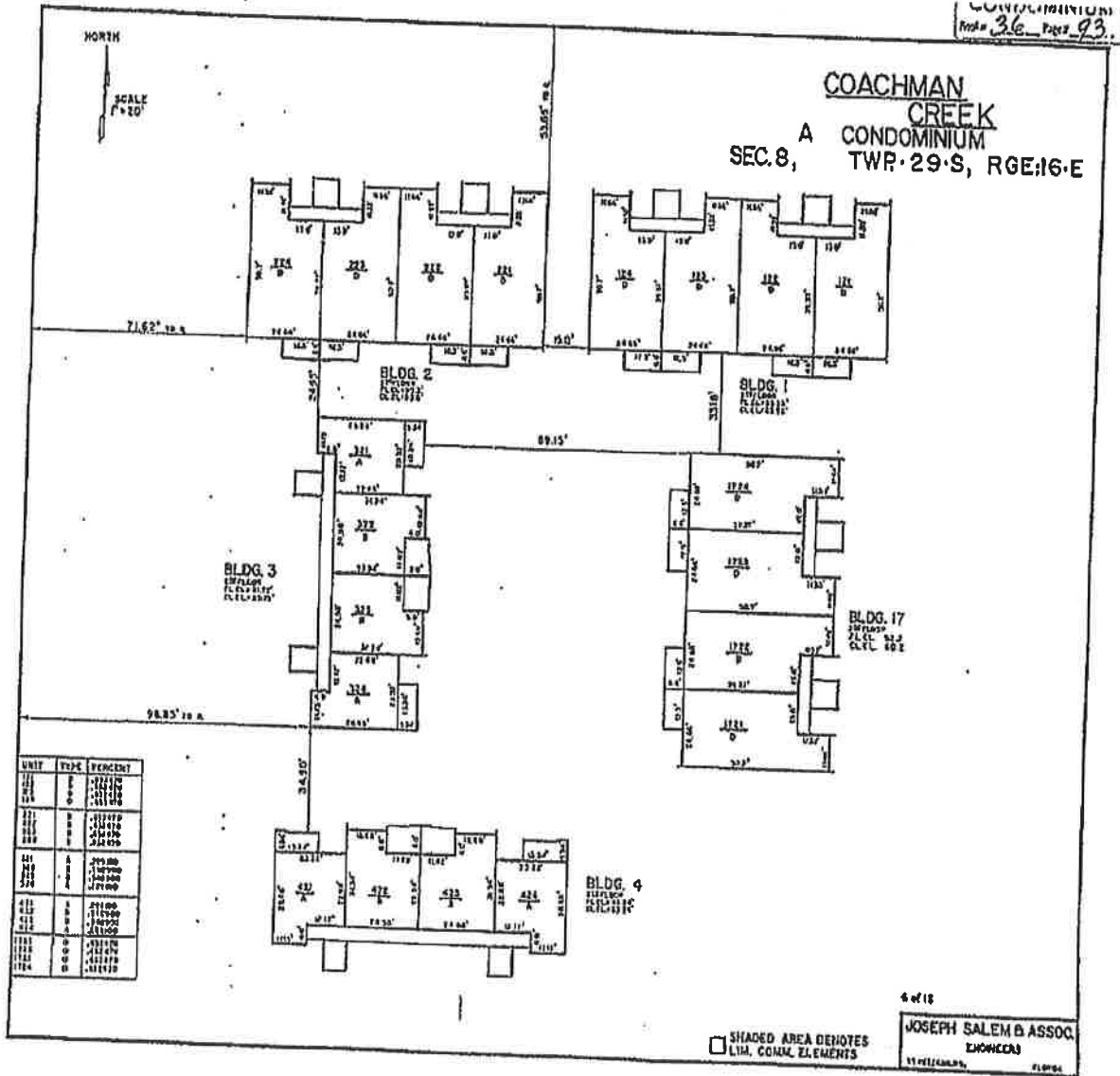


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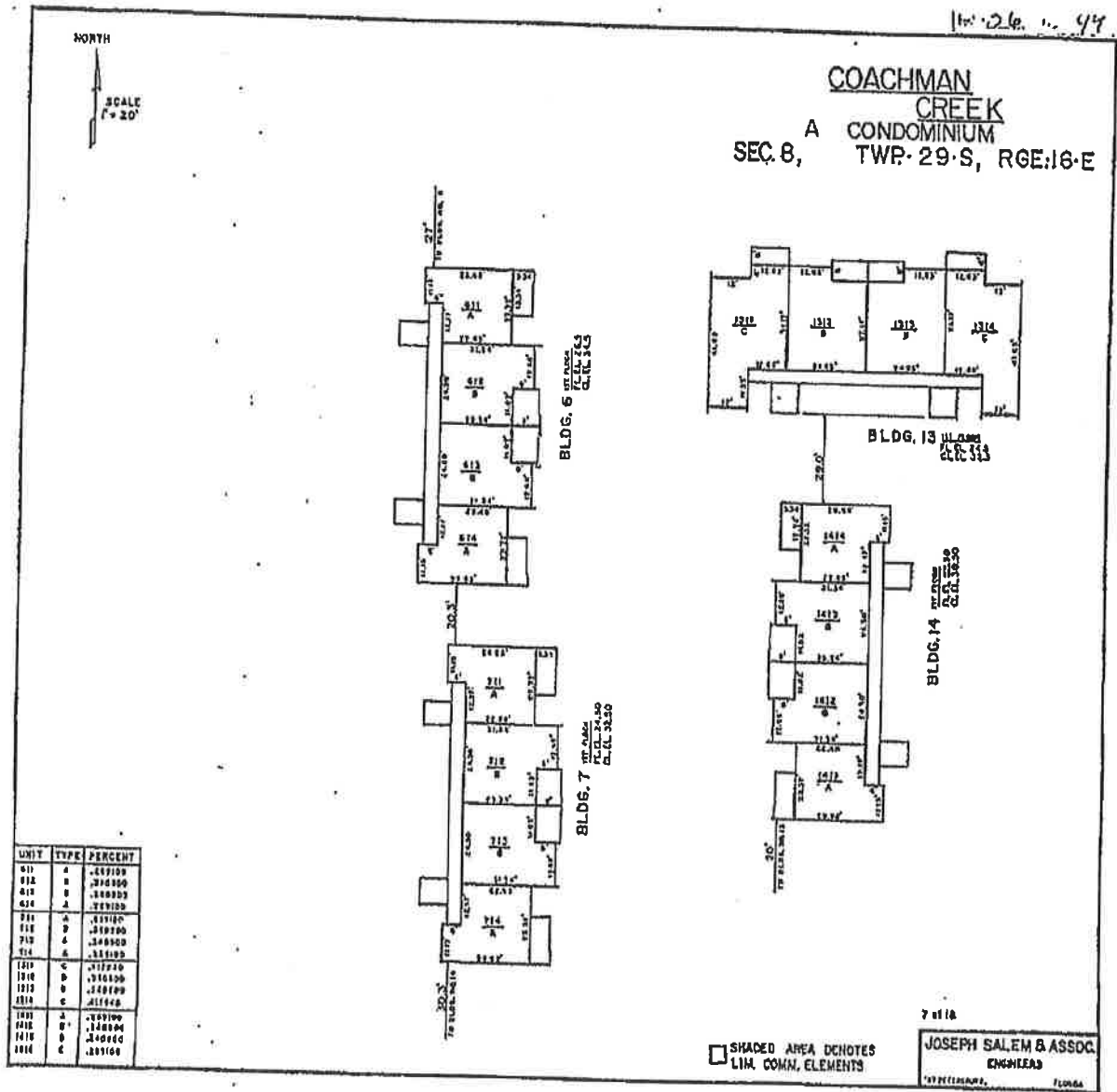
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Book 36 Page 93.



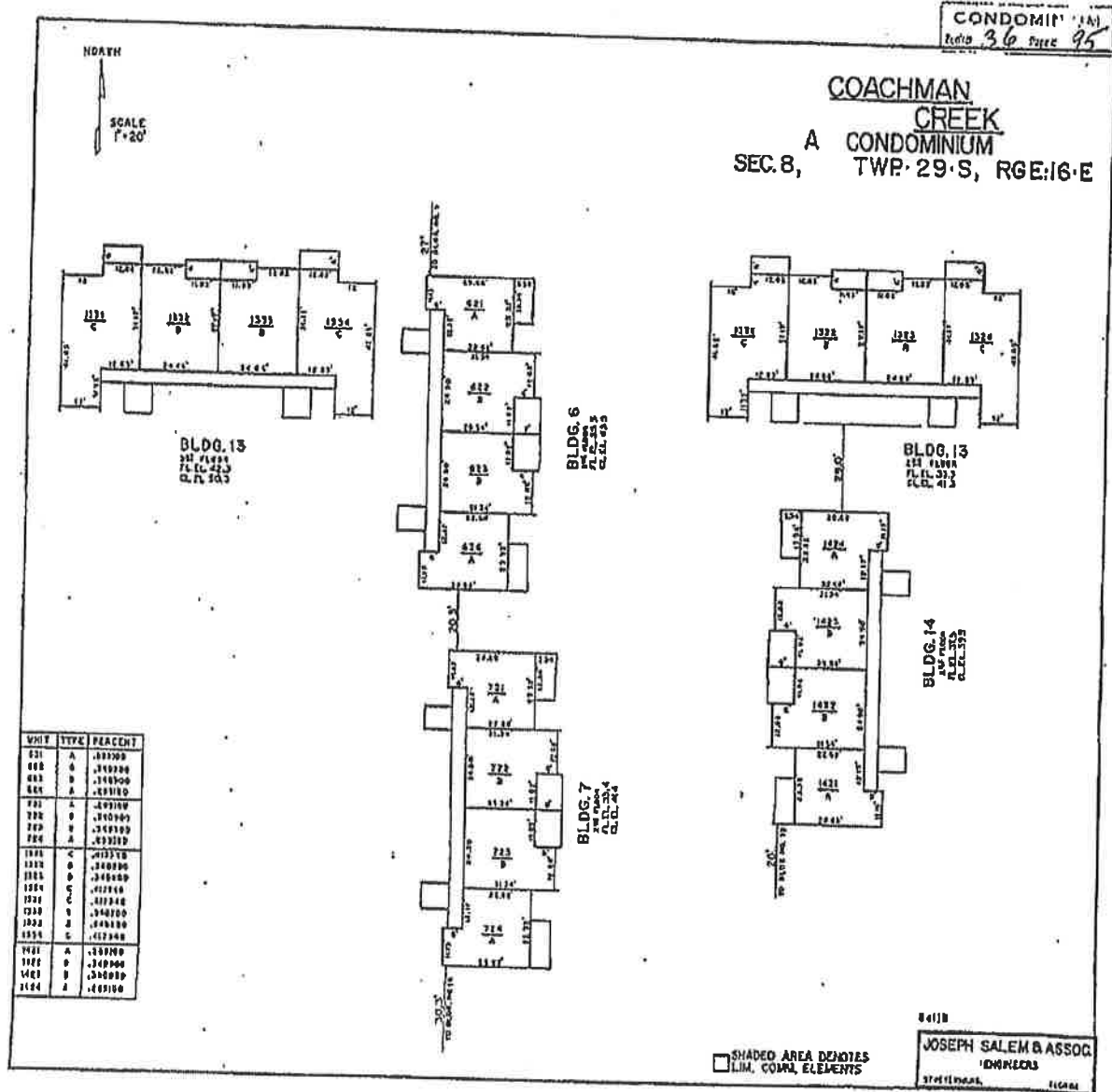
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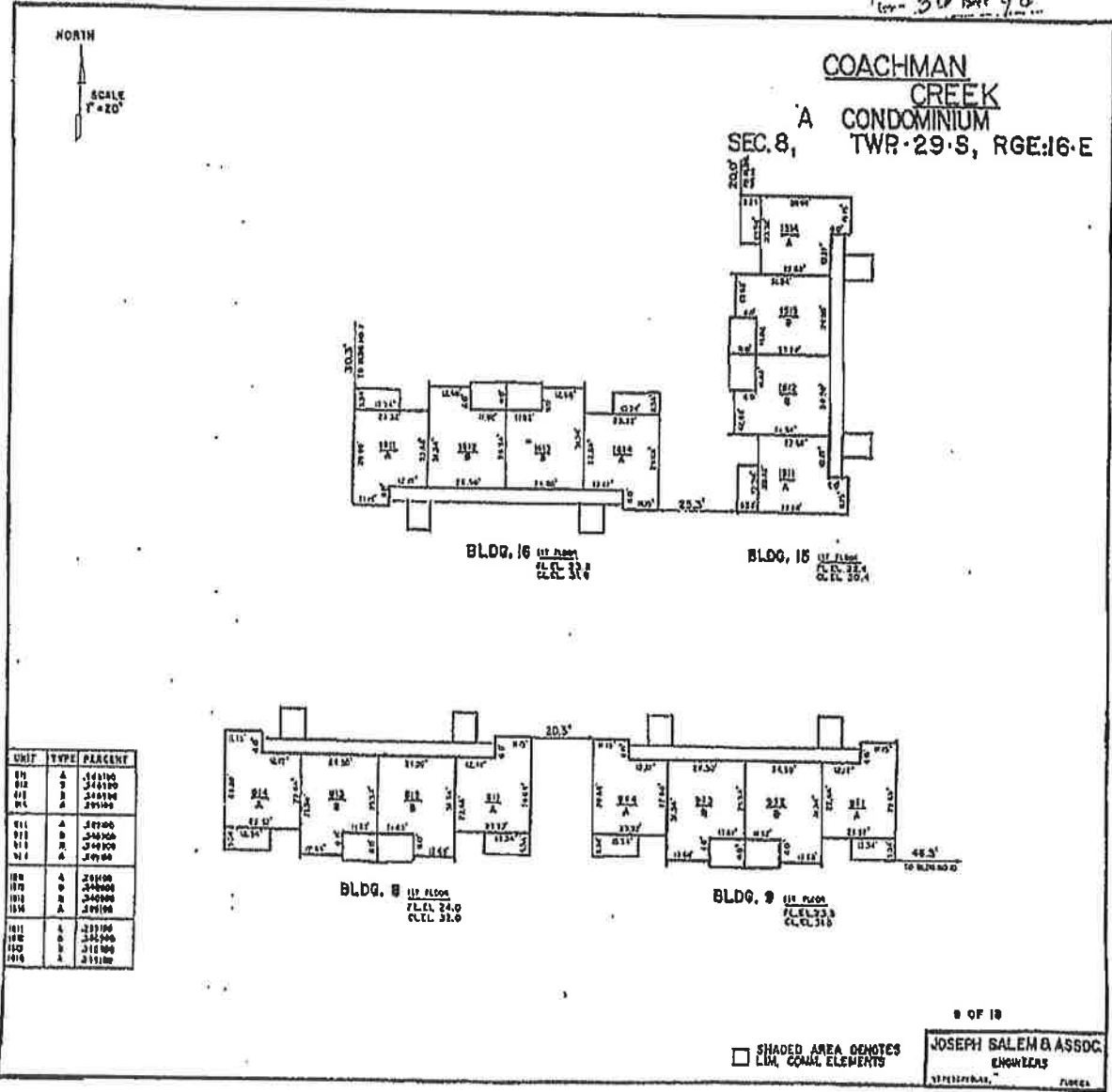


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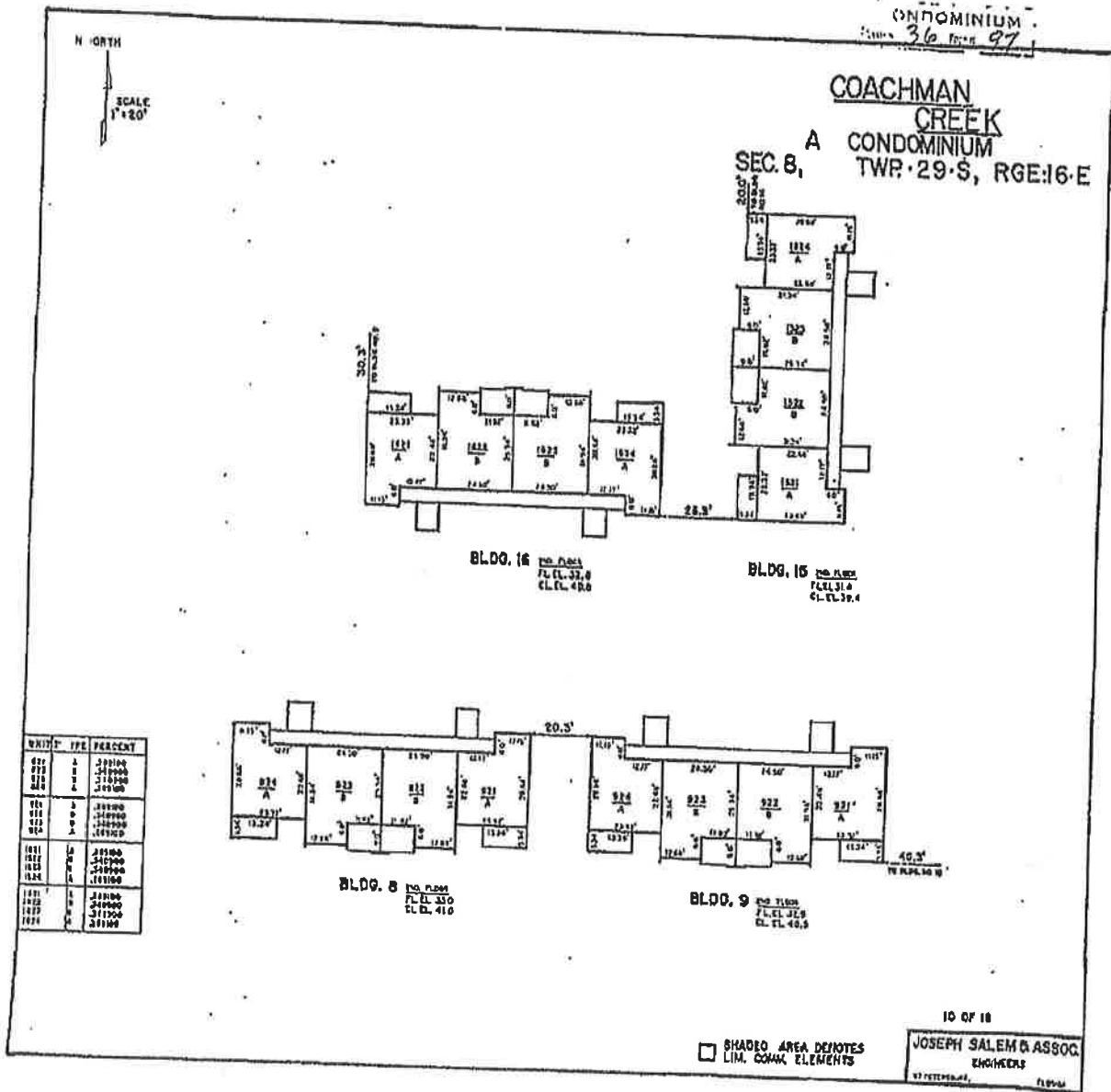


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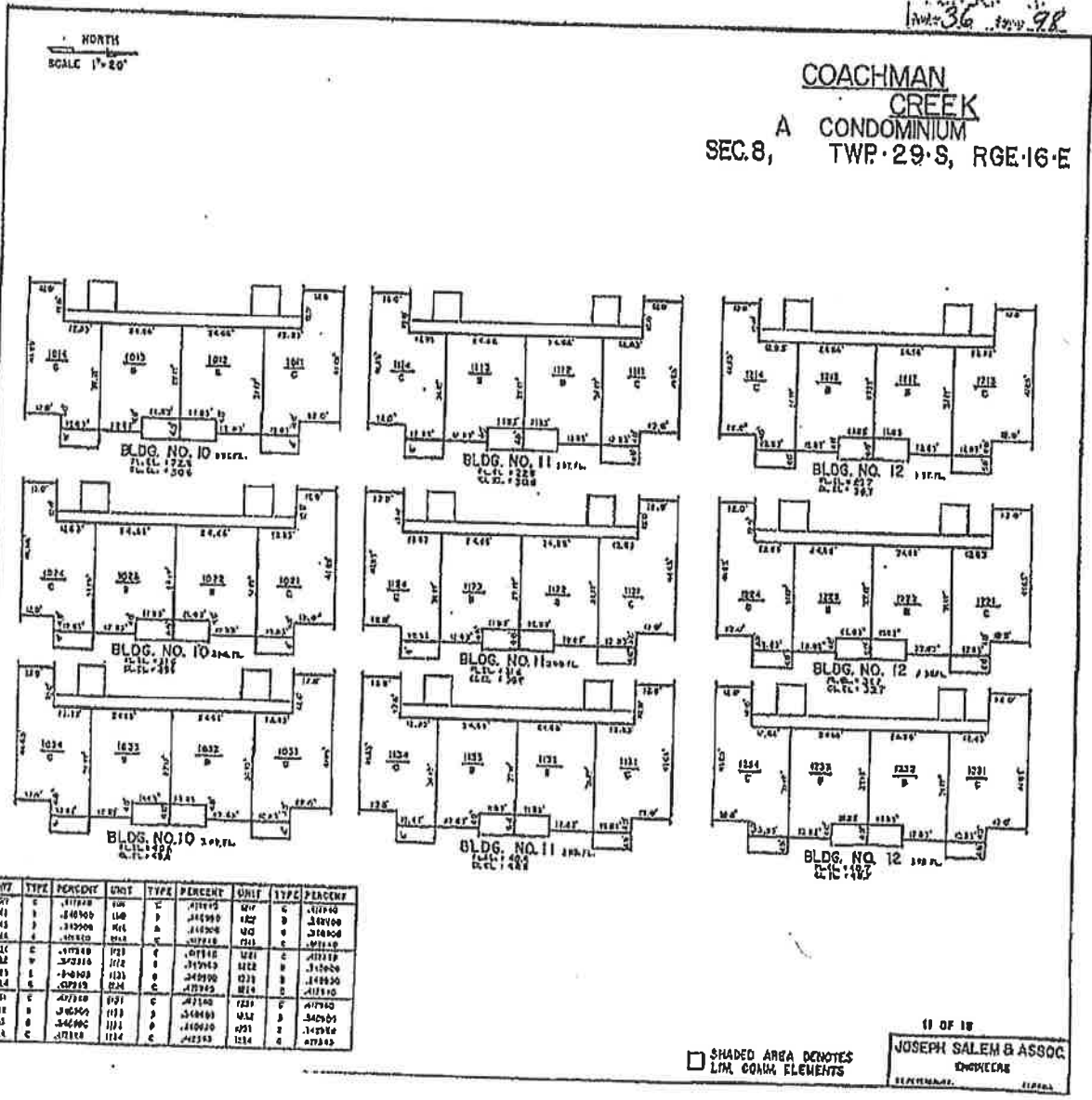


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PLAT NO. 36, 1999, 98



UNIT	FLOOR	PERCENT	UNIT	FLOOR	PERCENT	UNIT	FLOOR	PERCENT
1011	C	.117948	1012	C	.117948	1013	C	.117948
1014	B	.117948	1015	B	.117948	1016	B	.117948
1017	A	.117948	1018	A	.117948	1019	A	.117948
1021	C	.117948	1022	C	.117948	1023	C	.117948
1024	B	.117948	1025	B	.117948	1026	B	.117948
1029	A	.117948	1030	A	.117948	1031	A	.117948
1034	C	.117948	1035	C	.117948	1036	C	.117948
1039	B	.117948	1040	B	.117948	1041	B	.117948
1044	A	.117948	1045	A	.117948	1046	A	.117948

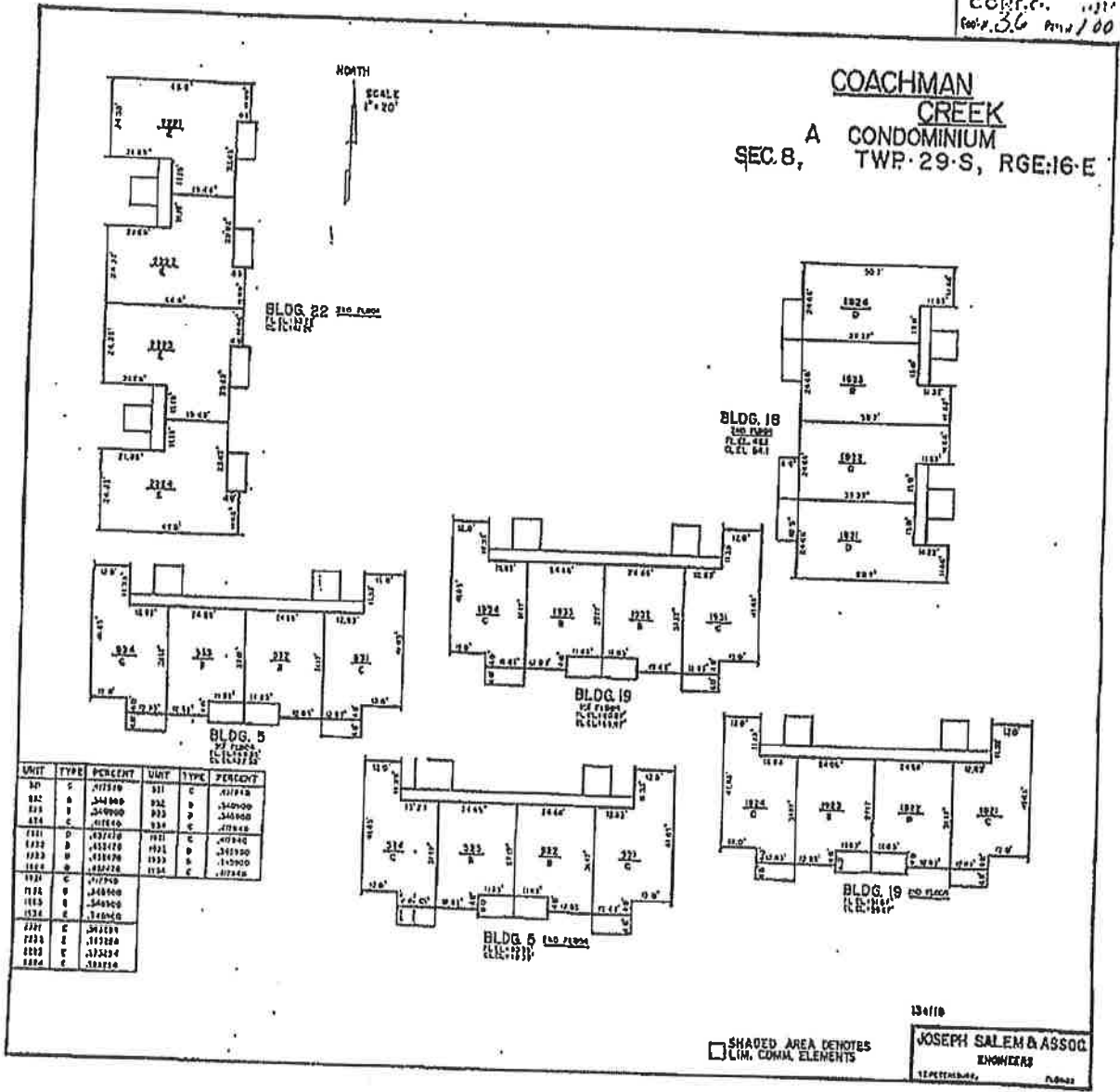
11 OF 18  
 SHADED AREA DENOTES  
 LIM. COMM. ELEMENTS  
 JOSEPH SALEM & ASSOC.  
 ENGINEERS  
 REPRESENTATIVE



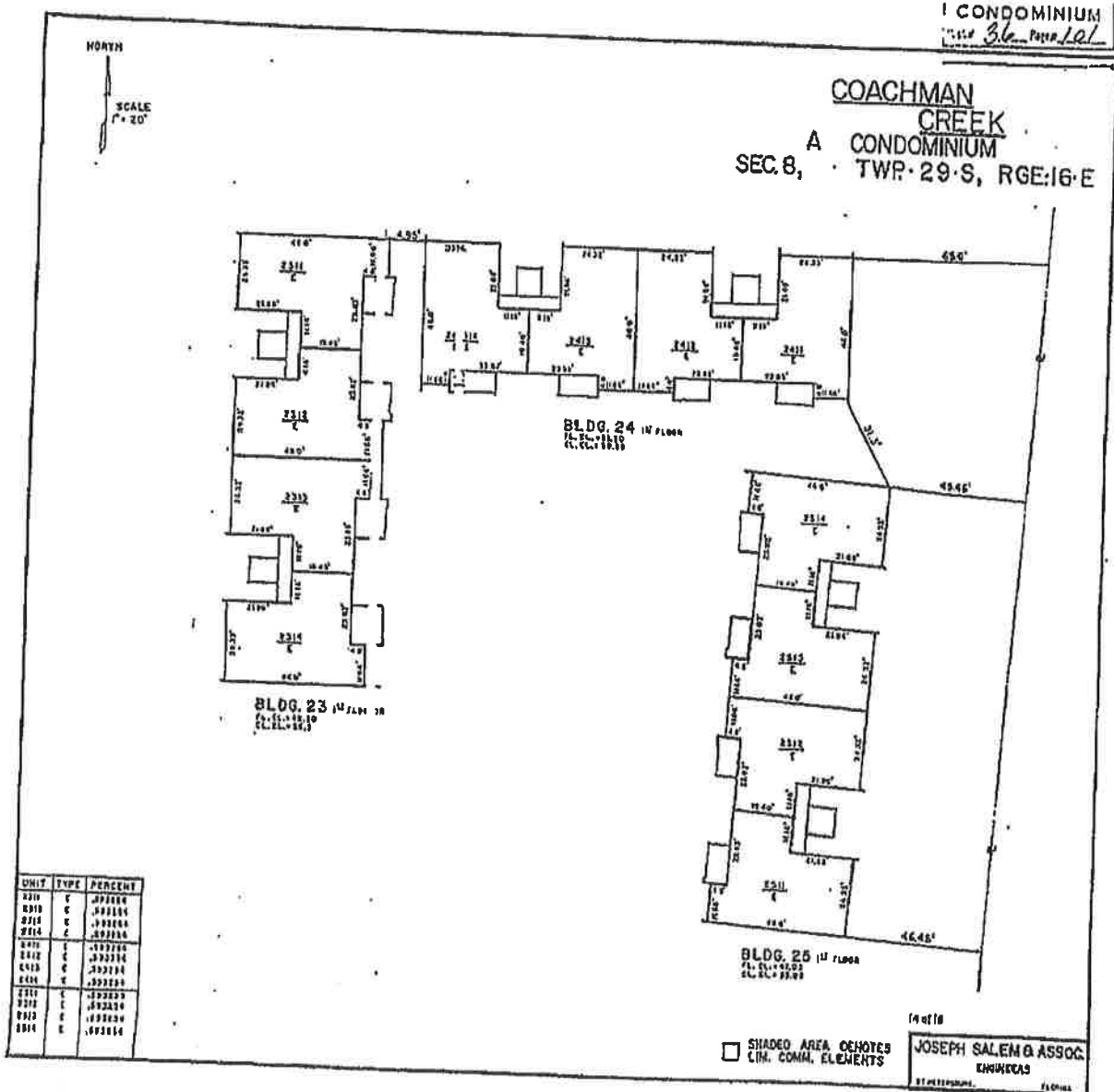


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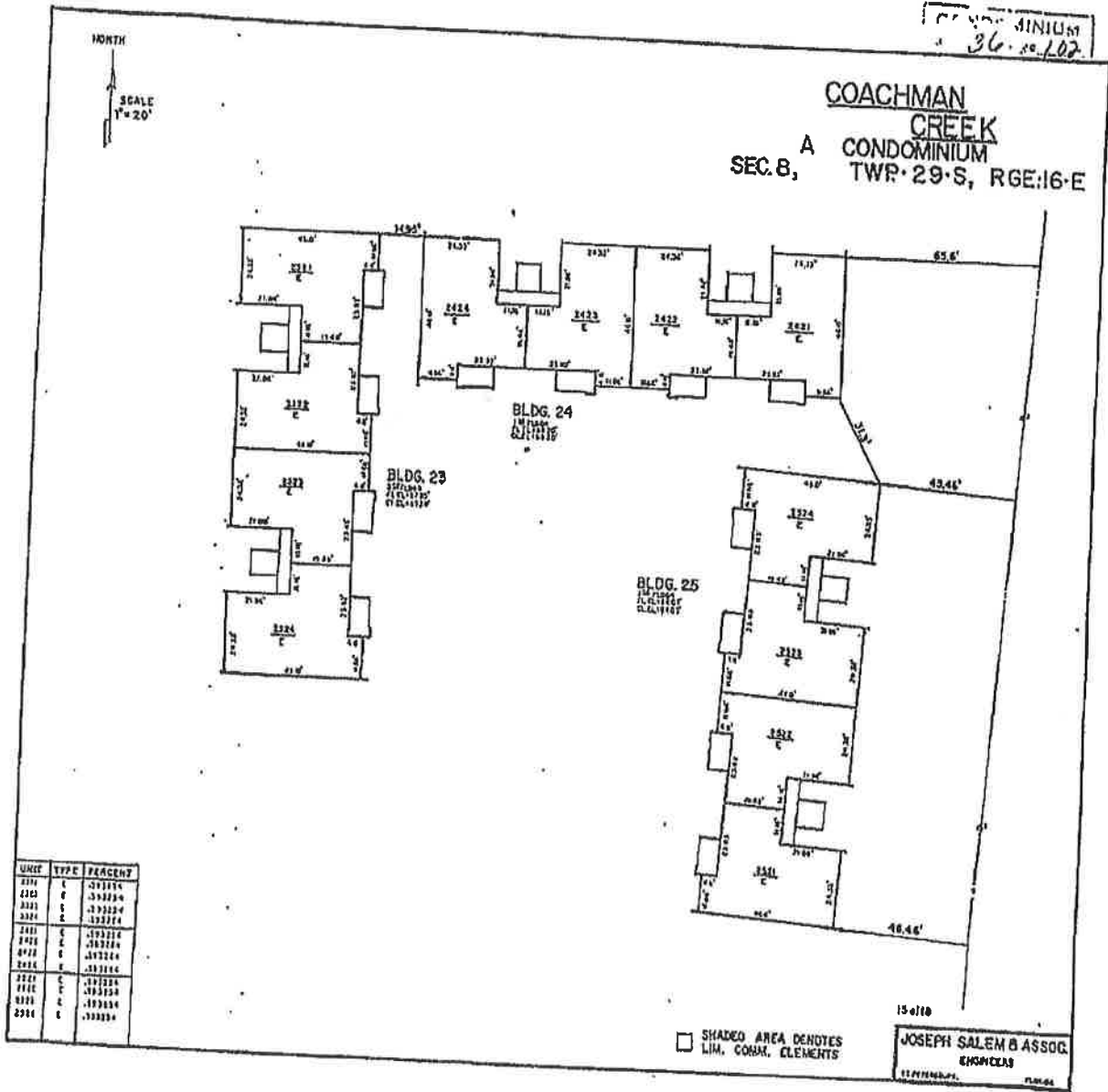
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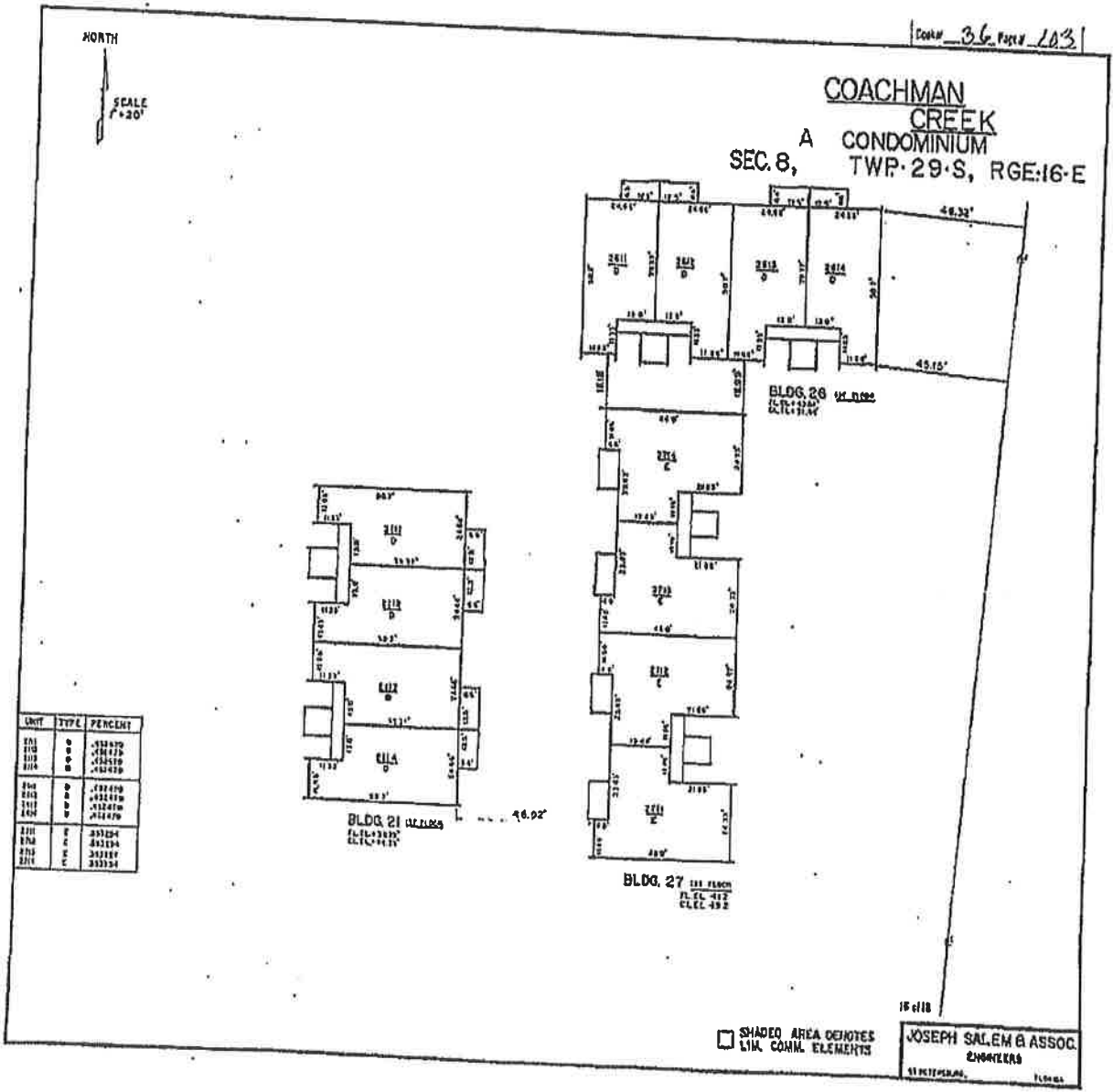


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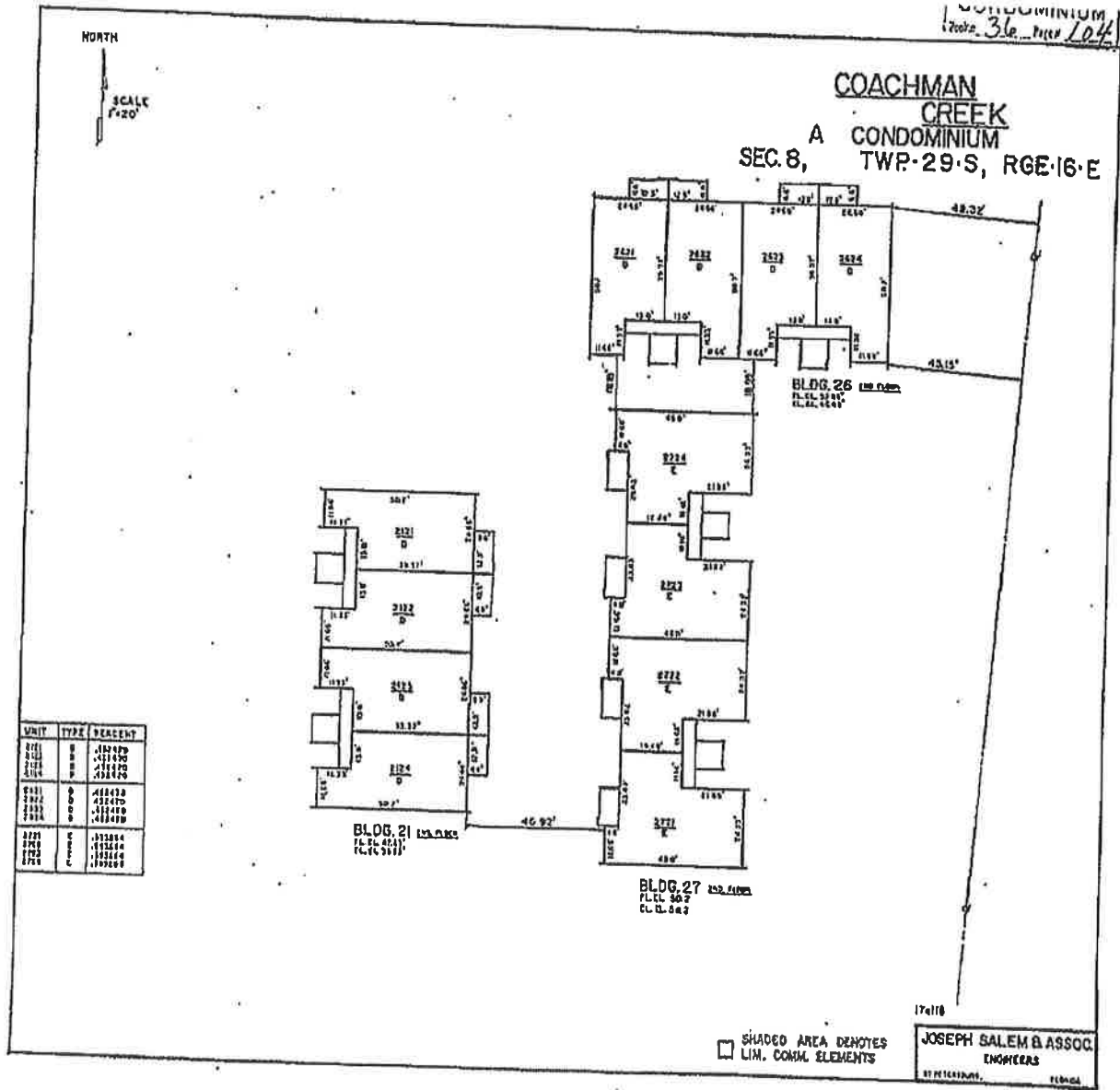
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COMM 36, PAPER 103



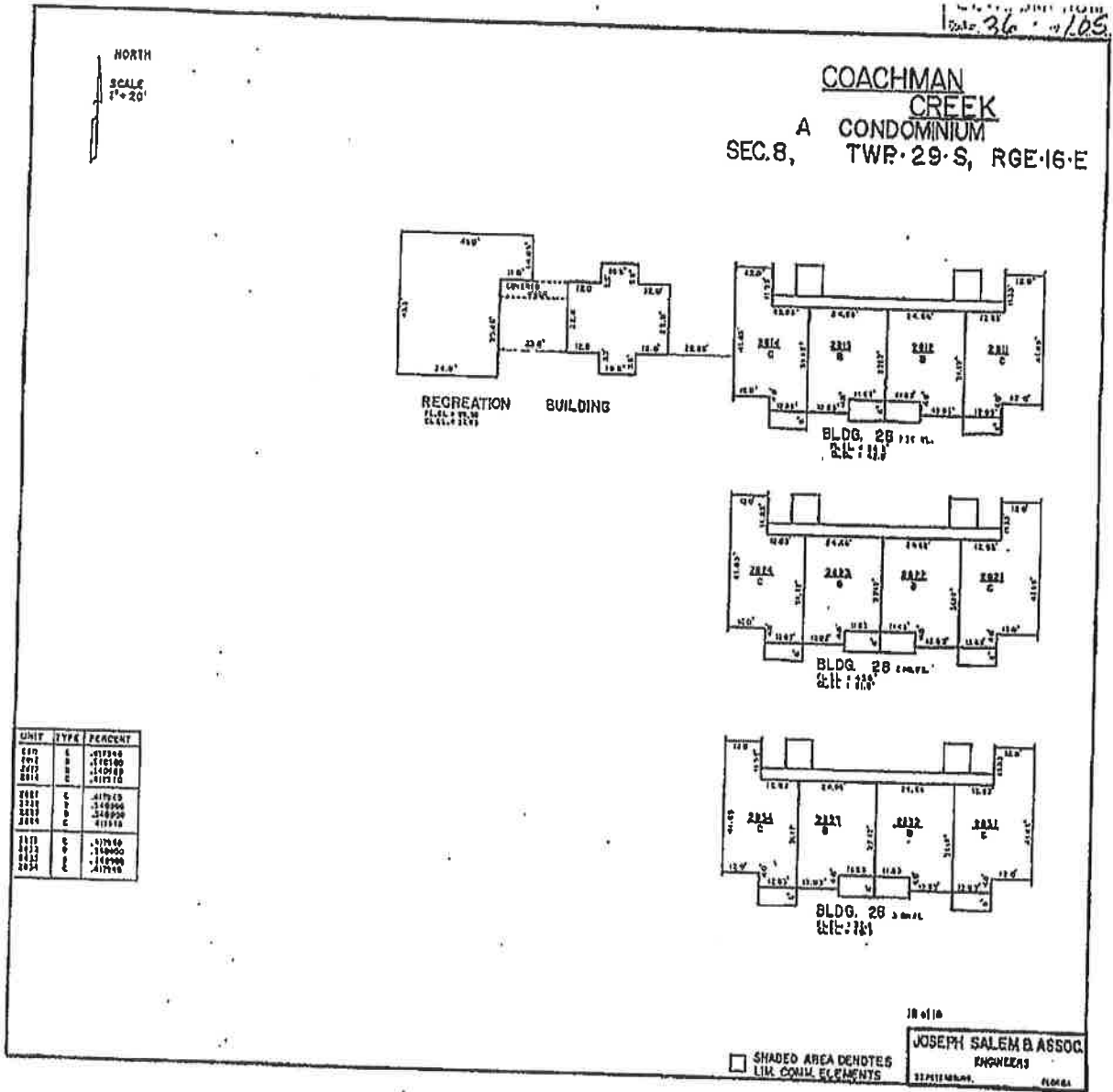


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36 105



Prepared by and return to:  
Monique E. Parker, Esq.  
RABIN + PARKER, P.A.  
28059 U.S. Hwy. 19 North, Ste. 301  
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2016340145 11/07/2016 at 04:03 PM  
OFF REC BK: 19404 PG: 1701-1716  
DocType:RST RECORDING: \$137.50

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF  
COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

I hereby certify that at a duly called meeting of the members of Coachman Creek Condominium Association, Inc., held on October 12, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Bylaws of Coachman Creek Condominium Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Bylaws of Coachman Creek Condominium Association, Inc., were originally recorded as Exhibit "4" to the Declaration of Condominium of Coachman Creek, a Condominium, recorded in Official Records Book 4913, Page 1436, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 27 day of October, 2016.

Zimbalist Tisdale  
(Signature of Witness #1)  
Zimbalist Tisdale  
(Printed Name of Witness #1)  
Patricia Johnson  
(Signature of Witness #2)  
Patricia Johnson  
(Printed Name of Witness #2)

COACHMAN CREEK CONDOMINIUM  
ASSOCIATION, INC.

By: Michael Werner  
(Signature)  
Michael Werner, President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 27 day of October, 2016, by Michael Werner as President of Coachman Creek Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FLDL as identification.



Susan A. Smith  
Notary Public/State of Florida SUSAN A SMITH  
My commission expires: 10-25-2019

EXHIBIT "A"

AMENDED AND RESTATED BYLAWS OF  
COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.  
(a corporation not for profit)

This document consolidates, restates, further amends, supersedes and replaces all previously recorded amendments to the Bylaws of Coachman Creek Condominium Association Inc., which were originally recorded in Pinellas County, Florida Official Records Book ("ORB") 4913, Page 1497, and thereafter successively amended in ORB 1787, Page 1787; ORB 12503, Page 2486; ORB 15472, Page 1617; and ORB 16903, Page 231.

1. GENERAL.

1.1 Identity. These are the amended and restated Bylaws of Coachman Creek Condominium Association Inc., hereinafter referred to as the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapters 617 and 718 of the Florida Statutes. Chapter 718 of the Florida Statutes is hereinafter referred to as the "Condominium Act".

1.2 Fiscal Year. The fiscal year of the Association shall be as is determined by the Board of Directors.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit," and the year of incorporation.

1.4 Definitions. The terms used herein shall be as defined in the Condominium Act, and the Declaration of Condominium for Coachman Creek, a Condominium.

2. MEMBERSHIP MEETINGS.

2.1 Annual Membership Meeting. The annual membership meeting shall be held in October of each year, on the date, time, and place designated by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business authorized to be transacted by the unit owners.

2.2 Special Membership Meeting. Special membership meetings shall be held whenever called by the president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from unit owners entitled to cast twenty percent (20%) of the eligible voting interests. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

2.3 Notice. Notice of all membership meetings stating the time, place, subjects, and purposes for which the membership meeting is called, shall be given by the president, secretary, or management agent for the Association, unless the right to receive notice is



waived in writing. Such notice shall be in writing to each unit owner at the unit owner's address as it appears on the books of the Association and shall be mailed by regular mail not less than fourteen (14) nor more than sixty (60) days prior to the date of the membership meeting. Notice may be electronically transmitted to those unit owners who consent to receive such electronic transmission in writing. Notice of the membership meetings shall be posted continuously and conspicuously on the condominium property for at least fourteen (14) days in advance of such membership meeting for the unit owners' attention, if required by the Condominium Act.

## 2.4 Electronic Documents, Electronic Notice, and Signatures.

A. Electronic Notice. Notice of meetings of the Board of Directors, unit owner meetings (except unit owner meetings called to recall Board members under Section 718.112(2)(j) of the Condominium Act), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission, pursuant to the provisions of the Condominium Act, as amended from time to time.

B. Documents. Whenever the governing documents require a document, record, or instrument be written or in writing, the requirement shall be deemed satisfied by the use of an electronic document. Electronic document shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents, and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

C. Signatures. Whenever the governing documents require a signature, an electronic signature satisfies that requirement only if:

1. The signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or

2. The Board reasonably believes that the signatory affixed the signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

D. Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record, or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record, or instrument that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any member or any other person for accepting or acting in reliance upon an electronic signature or electronic document which the Board reasonably believes to be authentic. Any member or person who negligently, recklessly, or intentionally submits any falsified electronic document or unauthorized

electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees, and expenses incurred as a result of such acts.

2.5 Quorum. A quorum at any membership meetings shall consist of unit owners entitled to cast one-third (1/3) of the total eligible voting interests of the Association, including those unit owners present in person and those represented by limited proxy. The acts approved by a majority of the votes present at a membership meeting at which a quorum is present, shall constitute the acts of the unit owners, except when approval by a greater number of unit owners is required by the Condominium Act, the Declaration, the Articles of Incorporation, or these Bylaws.

2.6 Voting. Unit owners are entitled to one (1) vote for each unit owned. If a unit is owned by one (1) natural person, individually or as trustee, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more persons, that unit's vote may be cast by any of the owners provided only one (1) vote shall be cast. If multiple owners of a unit cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another owner, the vote for that unit will not be counted. The vote of a unit owner who is not a natural person, shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

2.7 Limited Proxies. Votes may be cast in person or by limited proxy. The limited proxy vote may be made by any person entitled to vote and shall be valid only for the particular membership meeting so designated, as well as any adjournments thereof. In no event, shall any limited proxy be valid for a period longer than ninety (90) days after the date of the first membership meeting for which it was given. Said limited proxy must be filed with the secretary or management agent before the appointed time of the membership meeting or any adjournment thereof.

2.8 Adjourned Membership Meetings. If any membership meeting cannot be organized because a quorum has not been obtained, the unit owners who are present, either in person or by limited proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 The Order of Business. The order of business at annual membership meetings, and to the extent applicable at other membership meetings, shall be:

- A. Calling of the roll and certifying of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Appointment of inspectors of election.
- D. Election of the Board of Directors.
- E. Reading and disposal of any unapproved minutes.
- F. Reports of officers.

G. Reports of committees.

H. Unfinished business.

I. New business.

J. Adjournment.

2.10 Minutes. Minutes of all membership meetings shall be kept in a business-like manner and available for inspection by unit owners and the Board of Directors at all reasonable times.

### 3. BOARD OF DIRECTORS.

3.1 Membership. All members of the Board of Directors shall be members of the Association.

3.2 Election of Directors. The election of the Board of Directors shall be conducted in the following manner:

A. Election of Board of Directors shall be held at the annual membership meeting, in accordance with the Condominium Act and the election procedures adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, as amended from time to time. Such procedures may specifically include voting by electronic means.

B. The election shall be by plurality of the votes cast, each person voting being entitled to cast the votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

C. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

D. The Board of Directors may appoint a search committee to generally recruit and encourage eligible persons to run as candidates for election to the Board of Directors. However, such committee may not propose or suggest which candidates would be most appropriate.

E. In accordance with the Condominium Act, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, either by electronic transmission, or by regular US mail (whether separately or included in another Association mailing, which includes regularly published newsletters), or by hand delivery, a first notice of the date of election to each unit owner entitled to vote. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must deliver written notice to the Association not less than forty (40) days before a scheduled election.

F. The Association shall mail, deliver, or electronically transmit a second notice of election to all owners entitled to vote therein, together with a ballot which shall list all candidates and the written notice and agenda. The second notice must be mailed, electronically transmitted, or delivered to each unit owner at least fourteen (14) days prior to the annual meeting. Upon request of a candidate, the Association shall include an information sheet, no larger than eight and one-half (8-½) inches by eleven (11) inches, which must be furnished by the candidate to the Association not less than thirty-five (35) days before the election, in order to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Procedures for counting of votes shall be as established by the Division of Florida Condominiums, Timeshares, and Mobile Homes.

3.3 Vacancy. If any director position becomes vacant by reason of death, resignation, retirement, disqualification, removal or otherwise, the remaining members of the Board of Directors shall call a special Board meeting, quorum requirements withheld, in which the remaining members of the Board of Directors shall choose a successor who shall hold the director's position on the Board of Directors for the unexpired term for which such vacancy occurred.

3.4 Recall. Any director may be recalled from the Board of Directors with or without cause by the vote or agreement in writing of a majority of all eligible voting interests of the unit owners in accordance with the procedures set forth by the Florida Division of Condominiums, Timeshares and Mobile Homes, as may be amended from time to time.

3.5 Number and Term of the Board of Directors.

A. The number of Directors shall be five (5). The term of office for Directors shall be staggered periods of two (2) years. A majority of directors shall be elected in odd numbered years and a minority of directors shall be elected in even numbered years.

B. Each Director shall serve until the annual membership meeting in the year in which such Director's term expires, or until such Director is removed in a manner elsewhere provided. Notwithstanding any other provision of the Bylaws, any person appointed to fill a vacancy on the Board of Directors shall serve for the remaining unexpired term of the position on the Board that is being filled.

3.6 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors may be held immediately following the election, or at any time within thirty (30) days of their election, at such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary if such meeting is held immediately following the annual membership meeting.

3.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by the president or by a majority of the Board of Directors. Notice of regular meetings shall be given to each Director,

personally or by mail, telephone, or electronic transmission, at least forty-eight (48) hours prior to the time of such meeting.

3.8 Special Meetings. Special meetings of the Board of Directors may be called by the president and must be called by the secretary at the written request of a majority of the Board of Directors. Except in an emergency, notice of the meeting shall be given to each Director personally or by mail, telephone or electronic transmission, at least forty-eight (48) hours prior to the time of such meeting, which notice shall state the time, place and purpose of the meeting.

3.9 Notice.

A. Any Director may waive notice of a meeting in writing, before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice to such Director.

B. The Association shall comply with the Condominium Act, as amended from time to time, regarding requirements for written and posted notice of Board of Directors meetings for the purpose of notifying unit owners of such meetings.

3.10 Quorum. A quorum at the Board of Director's meetings shall consist of a majority of the entire Board of Directors. Any director may participate in a regular or special meeting of the Board through the use of any means of communication by which all directors participating, and all members in attendance, may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting. The acts approved by a majority vote of the directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of the Board of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

3.11 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.12 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of the action taken at such meeting by such director member.

3.13 Presiding Officer. The presiding officer of the Board of Directors' meetings shall be the president. In the absence of the president, the vice president shall preside. In the absence of the president and vice president, the remaining Board of Directors present shall designate one of the Board of Director members to preside.

3.14 Minutes. Minutes of all meetings of the Board of Directors and/or membership meetings shall be kept in a business-like manner and available for inspection by unit owners and the Board of Directors at all reasonable times.



3.15 Open Meetings. Meetings of the Board of Directors shall be open to all unit owners except as otherwise permitted under the Condominium Act as to Board of Directors meetings which are privileged and/or confidential. Unit owners shall have the right to participate in Board of Directors meetings as provided for in the statutes, and in rules adopted by the Board of Directors which are consistent with the statutes.

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

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

A. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one (1) year, shall be in writing.

B. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, attorneys, accountants, managers or management companies, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association.

C. The Board need not accept the lowest bid.

4.2 To purchase the necessary equipment and tools required in the maintenance, care, and preservation of the common elements.

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

4.4 To make repairs, additions and improvements to, or alterations of, the condominium property, and make repairs to and restoration of the condominium property, in accordance

with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

- 4.5 To operate and manage the condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration of Condominium as the same may be from time to time amended and to otherwise perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration, or the Bylaws or the Condominium Act.
- 4.6 To negotiate and establish equitable prorations for the cost and expenses of replacements and maintenance, of any nature, to or for any properties, buildings, structures, facilities, or improvements, whether owned or leased by the Association and share in use and enjoyment with any other person, corporation, organization or condominium Association.
- 4.7 To borrow money on behalf of the condominium when required in connection with the operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of the unit owners, by the affirmative vote of a majority of those voting members who participate in the voting, in person or by proxy, at a meeting duly called for such purpose, shall be required for the borrowing of any sum in excess of twenty percent (20%) of the annual budget. Notwithstanding the foregoing, membership approval is not necessary for the borrowing of any sums necessary to address emergency maintenance of the common elements.
- 4.8 To convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.
- 4.9 To obtain and review insurance for the condominium property.
- 4.10 To maintain accounts at depositories on behalf of the Association and designate the signatories required therefor.
- 4.11 To enter into and upon the units when necessary and with as little inconvenience to the unit owner or tenant as possible in connection with such maintenance, care, and preservation.
- 4.12 To make, levy and collect assessments against owners and others to provide the funds to pay for common expenses of the condominium, as such terms are defined in the Declaration, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.
- 4.13 To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violation of the governing documents.
- 4.14 To adopt an annual budget as more specifically provided herein.

- 4.15 To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium. To impose a lawful fee in connection with the approval of the transfer or sale of units, not to exceed the maximum amount permitted by law in any one case.
- 4.16 To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal, and specifically including the units in the condominium and to acquire units by foreclosure or otherwise, in the name of the Association in accordance with, and as may be permitted by the Florida Statutes.
- 4.17 To make, establish, and enforce reasonable rules and regulations governing the use of units, common elements, limited common elements, and other condominium property, as said terms are defined in the Declaration.
- 4.18 To adopt hurricane shutter specifications for the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code.
- 4.19 To enforce obligations of the unit owners, to allocate profits and expenses, and to take such other actions as shall be deemed necessary and proper for the sound management of the condominium.
- 4.20 To enforce the provisions of the governing documents and to levy fines against unit owners for violations thereof. Fines will be imposed in accordance with the Florida Statutes.
- 4.21 In the event of any emergency as defined below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 718.1265, 617.0207, 617.0303, and other sections of the Florida Statutes, as amended from time to time.
- A. The Board of Directors may name an assistant officer who is not a member of the Board of Directors, and said assistant officer shall have the same authority as the elected officer to whom they assist during the period of the emergency, to accommodate the incapacity or unavailability of any elected officer of the Association.
  - B. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
  - C. During an emergency, the Board of Directors may hold meetings with notice given only to those members of the Board of Directors with whom it is reasonable to give such notice. The Board of Director members in attendance at such meeting shall constitute a quorum. One (1) member of the Board of Directors may be designated to act on behalf of the Board of Directors during such emergency.

D. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Board of Director member, or employee of the Association acting with a reasonable belief that such actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.

F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this section, an emergency exists during a period of time that the condominium or the immediate geographic area in which the condominium is located is subjected to:

1. A state of emergency declared by local civil or law enforcement authorities;
2. A hurricane warning;
3. A partial or complete evacuation order;
4. Federal or state "disaster area" status; or
5. A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

H. An emergency also exists for purposes of this section during the time when a quorum of the Board of Directors cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) members of the Board of Directors, or by the president, that an emergency exists shall have presumptive validity.

I. In order for these emergency powers to be invoked, in addition to the occurrence of any of the events noted herein, there must also exist:

1. Substantial damage or threat of imminent substantial damage to any portion of the building structure, envelope, utilities or equipment; or,
2. The common elements of the community and/or the building (or any portion thereof) is inaccessible or uninhabitable.

4.22 The Board shall have the authority to adopt rules and regulations to supplement the provisions contained within the governing documents.

## 5. OFFICERS OF THE ASSOCIATION.

- 5.1 Officers. The officers of the Association shall be a president, vice president, treasurer and a secretary, all of whom shall be members of the Board of Directors, and shall be elected annually by the Board of Directors. There may also be such assistant secretaries and assistant treasurers as the Board of Directors may from time to time determine. The Board of Directors may also appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board of Directors. Any person, except the president, may hold two (2) or more offices. However, nothing herein shall preclude the president acting or reporting for any other officer in the event of the absence or resignation of such officer, but only until such time as the officer is replaced. Removal of a director from the elected office held by a director shall require the affirmative vote of a majority of the total number of Board members (i.e., three (3) votes of a five (5) member Board). A vacancy in any office however, may be filled by a majority simple vote of the Board of Directors, present at a meeting at which a quorum has been attained.
- 5.2 President. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the membership from time to time to assist in the conduct of the affairs of the Association, subject to the right of a vote of the majority of the Board of Directors to overrule the president as to any appointment and to remove any committee member or disband any committee.
- 5.3 Vice President. The vice president shall exercise the powers and duties of the president in the event of the president's absence or disability. The vice president shall also assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.
- 5.4 Secretary. The secretary shall keep the minutes of all proceedings of the Board of Directors and the membership meetings. The secretary shall attend to the giving and serving of all notices to the membership and the Board of Directors and other notices required by law, and shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The secretary shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association and as may be required by the Board of Directors or the president. The assistant secretary, if any, shall perform the duties of the secretary when the secretary is absent, and shall otherwise assist the secretary, as authorized by the Board of Directors from time to time.
- 5.5 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The treasurer shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of treasurer. The assistant treasurer, if any, shall perform



the duties of the treasurer when the treasurer is absent, and shall otherwise assist the treasurer, as authorized by the Board of Directors from time to time.

5.6 Compensation. No compensation shall be paid to any officer of the Association.

5.7 Duties of the Manager. The Board of Directors may delegate to a manager of a management company such duties which would otherwise be performed by its secretary and treasurer as it deems appropriate, including recordkeeping, giving and receiving notices, keeping minutes, signing checks up to certain specified limits, and other duties and functions as determined appropriate by the Board of Directors from time to time.

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

A. Operating Account. This account shall include line items for current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds.

B. Reserve Account or Accounts. This account, or accounts, shall include a reserve for deferred maintenance (which shall include funds for maintenance items that occur less frequently than annually), a reserve for replacement (which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence, in addition to changes in applicable codes and requirements), and a reserve for betterments, (which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements).

6.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves. The adoption of a budget shall comply with the requirements and procedures set forth in the Condominium Act as amended from time to time.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. The proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of ten thousand dollars (\$10,000.00) or more, or such other minimum threshold amount established by the Condominium Act as amended from time to time. The amount to be reserved for each item shall be computed by a formula based on the estimated remaining life and replacement cost of the item. These reserves must be funded unless the membership subsequently determine, by majority vote, to fund no reserves, or less than adequate reserves, for a fiscal year. The funds in a reserve account and all interest earned on the account, shall be used only for the purposes for which the reserve account is established,

unless use for another purpose is approved in advance by a majority of the total eligible voting interests participating in the voting at a membership meeting, in person or by proxy. Reserve funds shall not be commingled in the same account as operating funds.

6.4 **Operating Reserves.** The Board of Directors may establish one (1) or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any common expense approved by the Board of Directors.

6.5 **Pooled Reserves.** In accordance with the Condominium Act and Florida Administrative Code, the membership may establish a system of pooled reserves in lieu of separate reserve accounts for each of the required assets being maintained by the Association.

6.6 **Assessments; Installments.** Regular annual assessments against the unit owners for their share of the items of the budget shall be made for the fiscal year annually, and shall be payable in monthly installments, due on the first day of each month of each year, unless otherwise determined by the Board of Directors. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due monthly installment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at a general or special Board of Directors meeting.

6.7 **Special Assessments.** Special assessments may be imposed by the Board of Directors to meet certain unexpected, non-recurring, non-funded, or under-funded expenses. Special assessments are due on the date or dates specified in the resolution of the Board of Directors approving such assessments. The notice of any Board of Directors meeting at which a special assessment will be considered shall be given in the manner required by the Condominium Act as amended from time to time. The funds collected pursuant to a special assessment must be spent for the stated purpose(s) of such assessment and a separate accounting of the funds collected pursuant to such an assessment shall be maintained. Upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the unit owners or applied as a credit toward future assessments.

6.8 **Default and Lien for Nonpayment.** In the event any assessments are not paid by the unit owner, then a lien shall result upon the respective unit of the delinquent unit owner and said lien may be foreclosed as provided by the Condominium Act, as amended from time to time. The unit owner shall also be personally liable for all assessments, interest, late fees, costs and attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including costs and attorneys' fees incurred prior to any litigation and on appeal. If the unit is owned by more than one person, all owners will be jointly and severally liable.

6.9 Depository. The depository of the Association shall be such financial institutions as shall be designated from time to time by the Board of Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

6.10 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

6.11 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors, or as required by the Condominium Act, as amended from time to time. A copy of any audit report received as a result of an audit shall be made available for inspection by unit owners and a copy of any such audit report shall be furnished to unit owners upon request.

6.12 Financial Reporting. Financial reporting shall be made to the unit owners in the manner required by the Condominium Act, as amended from time to time.

## 7. AMENDMENTS.

7.1 Proposal of Amendment. Unit owners may propose an amendment to these Bylaws by instrument in writing directed to the president or secretary of the Board of Directors signed by not less than twenty percent (20%) of the total eligible voting interests in the condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Any proposed amendments shall be subject to editing as to form and legality by the Association's legal counsel. Amendments must be approved by at least a majority of those members who cast a vote in person or by proxy at a membership meeting, provided that a majority of all members must participate in the voting in order for the vote to be valid.

7.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president or vice president of the Association and witnessed and notarized with the formalities of a deed, and shall be effective upon recording in the Public Records of Pinellas County, Florida.

## 8. SEVERABILITY AND INTERPRETATION.

8.1 The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of these Bylaws, shall not affect the validity of the remaining portions.

8.2 The provisions of Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be interpreted, construed, and applied to avoid inconsistencies or conflicting results whenever possible. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated herein.

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END OF AMENDED AND RESTATED BYLAWS

Prepared by and return to:  
Monique E. Parker, Esq.  
RABIN + PARKER, P.A.  
28059 U.S. Hwy 19 North, Ste. 301  
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.

I hereby certify that at a duly called meeting of the members of Coachman Creek Condominium Association, Inc., held on October 12, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation of Coachman Creek Condominium Association, Inc., attached hereto as Exhibit "A" were duly adopted by the membership. The Articles of Incorporation of Coachman Creek Condominium Association, Inc., were originally filed with the State of Florida, Department of State, July 19, 1979, Document Number 748126, and recorded as Exhibit "3" to the Declaration of Condominium of Coachman Creek, a Condominium, recorded in Official Records Book 4913, Page 1436, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Coachman Creek Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 27 day of October, 2016.

Zinbalist Tisdale  
(Signature of Witness #1)  
Zinbalist Tisdale  
(Printed Name of Witness #1)  
Patricia Johnson  
(Signature of Witness #2)  
Patricia Johnson  
(Printed Name of Witness #2)

COACHMAN CREEK CONDOMINIUM  
ASSOCIATION, INC.  
By: Michael Werner  
(Signature)  
Michael Werner, President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 27 day of October, 2016, by MICHAEL WERNER as president of Coachman Creek Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FLDL as identification.



Susan A. Smith  
Notary Public/State of Florida SUSAN A SMITH  
My commission expires: 10-25-2019



## ARTICLE 6. BOARD OF DIRECTORS.

4.1 The affairs of the Association shall be managed by a Board of Directors. The number of Directors shall be as set forth in the Bylaws of the Association.

4.2 The Board of Directors shall be elected at the annual meeting of members in the manner determined by the Bylaws of the Association and applicable Florida Statutes.

ARTICLE 7. INDEMNIFICATION. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such director or officer in connection with any proceeding or the settlement of any proceeding to which such director or officer may be a party, or may be involved by reason of being or having been a director or officer of the Association, whether or not such individual is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of gross negligence or willful misfeasance in the performance of his or her duties, or in such cases where the proceeding arose out of actions taken outside the scope of the duties or office of the person involved. In the event of a settlement, the Board of Directors is entitled to make the determination of whether indemnification taken under this section is appropriate. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such director or officer may be entitled.

## ARTICLE 8. MEMBERS.

7.1 The members of the Association shall consist of all of the record unit owners within Coachman Creek Condominium.

7.2 Membership shall be acquired by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a Coachman Creek condominium unit. The unit owner(s) designated in such deed or other instrument shall thereupon become member(s) of the Association, and the membership of the prior owner(s) of the unit shall be terminated.

7.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to a unit.

7.4 The total number of votes ("voting interests") is equal to the total number of units in the Coachman Creek Condominium and is not divisible.

7.5 Voting. Unit owners are entitled to one (1) vote for each unit owned. If a unit is owned by one (1) natural person, individually or as trustee, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two (2) or more persons, that unit's vote may be cast by any of the owners provided only one (1) vote shall be cast. If multiple owners of a unit cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another owner, the vote for that unit will not be counted. The vote of a unit owner who is not a natural person, shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

7.6 There shall be no cumulative voting.

7.7 Any matter of controversy or dispute between members or between a member and the Association shall be settled in accordance with applicable Florida Statutes.

7.8 The members of this Association shall be subject to all of the covenants, conditions, and restrictions contained in the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association, and rules and regulations, as may be amended from time to time.

ARTICLE 9. BYLAWS. The operation of the Association shall be defined in the Bylaws.

ARTICLE 10. AMENDMENTS. Unit owners may propose an amendment to these Articles of Incorporation by instrument in writing directed to the president or secretary of the Board of Directors signed by not less than twenty percent (20%) of the total eligible voting interests in the condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Any proposed amendments shall be subject to editing as to form and legality by the Association's legal counsel. Amendments must be approved by at least a majority of those members who cast a vote in person or by proxy at a membership meeting, provided that a majority of all members must participate in the voting in order for the vote to be valid.

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END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

EXHIBIT "A"

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
COACHMAN CREEK CONDOMINIUM ASSOCIATION, INC.  
(a corporation not for profit)

This document restates, supersedes, replaces and amends, all previously recorded Articles of Incorporation of Coachman Creek Condominium Association, Inc., which were originally filed with State of Florida, Department of State on July 19, 1979 and recorded in Pinellas County, Florida Official Records Book ("ORB") 4913, page 1491, and as subsequently amended at ORB 5741, Page 1789.

ARTICLE 1. NAME AND ADDRESS. The name of this corporation shall be Coachman Creek Condominium Association, Inc., hereinafter "Association." The principal place of business shall be designated from time to time by the Board of Directors.

ARTICLE 2. DEFINITIONS. The terms used herein shall be as defined in the Condominium Act, and the Declaration of Condominium for Coachman Creek, a Condominium.

ARTICLE 3. PURPOSE. The purpose for which the Association is organized is to provide an entity for the operation of the condominium property known as Coachman Creek, a Condominium, created pursuant to Florida Statutes, Chapter 718, hereinafter "Condominium Act"; to transact all business necessary and proper in connection with the operation of the condominium property for the mutual benefit of its members; to operate said condominium property for the sole use and benefit of its members; to perform any other act for the well-being of its members; and to perform any other act in maintaining an atmosphere of community and high standard of occupancy by and for its members. The Association shall also have such power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by Florida Statutes, Chapter 617, the "Florida Not for Profit Corporation Act" and the Condominium Act. The Association shall not be operated for profit, no dividends shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

ARTICLE 4. POWERS. The corporation shall have all of the common law and statutory powers of a corporation not-for-profit, and all of the powers of condominium associations under the Condominium Act, and all of the powers reasonably necessary to implement the purposes of the corporation, which are not in conflict with the terms of these Articles, the Declaration of Condominium, and the Bylaws of this corporation, all as amended from time to time.

ARTICLE 5. EXISTENCE. The Association shall have perpetual existence.