

Prepared By and Return to:  
Candice J. Gundel, Esq.  
301 W. Platt Street, Suite 375  
Tampa, FL 33606

CERTIFICATE OF FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR BRIARWICK

This is to certify that the attached First Amendment to the Declaration of Covenants,  
Conditions and Restrictions for Briarwick, was duly adopted by the membership at the meeting  
of the members of Briarwick Homeowners Association, Inc. held on November 17, 2015,  
2015 at which a quorum of the members was present. The First Amendment to the Declaration  
was approved by at least seventy-five percent (75%) of the Lot Owners. The Declaration being  
originally recorded at Official Records Book 5934, Page 1320 et. seq. Public Records of Pinellas  
County, Florida.

In witness thereof, Briarwick Homeowners Association, Inc. has caused this instrument  
to be signed by its duly authorized officer on 20<sup>th</sup> day of November, 2015.

BRIARWICK HOMEOWNERS  
ASSOCIATION, INC.

By: Linda Kelly  
Signature

LYNDA KELLY - BOD President  
Name and Title of Signor

Mayrelis Hernandez  
Signature of Witness #1

Mayrelis Hernandez  
Print Name of Witness #1

Donna Harwood  
Signature of Witness #2

Donna Harwood  
Print Name of Witness #2

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

The foregoing instrument was acknowledged before me on this 20 day of  
November, 2015 by Linda Kelly (name) as President  
(title) of Briarwick Homeowners 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.

Leila Fork  
Notary Public



Leila Fork  
State of Florida  
My Commission Expires 07/17/2018  
Commission No. FF 143133  
Bonded through CNA Surety

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIARWICK

The Declaration of Covenants, Conditions and Restrictions for Briarwick Homeowners Association, Inc. is hereby amended to read as follows:

Article I, Definitions. Substantial rewording of declaration. See Article I for present text.

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as may be renumbered or amended from time to time.

Section 2. "Association" shall mean and refer to Briarwick Homeowners Association, Inc., its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association, as may be renumbered or amended from time to time.

Section 5. "Common Area" shall mean and refer to all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Being a portion of the Northwest quarter of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the West 1/4 corner of said Section 35; thence N 00°15'02" W, along the West line of the Northwest 1/4 of said Section 35, for 530.21 feet to the POINT OF BEGINNING; thence continue N 00°15'02" W, along said West line, for 1377.69 feet to a point on a boundary of the East Lake Tarpon wellfield property as recorded in O. R. Book 5450 on pages 1520 through 1523 of the official records of Pinellas County, Florida; thence, along said boundary line the following two courses, (1) N 89°52'32" E, for 24.93 feet; (2) thence N 00°07'28" W, for 30.00 feet; thence N 89°52'32" E, for 321.92 feet to the point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 2966.00 feet, a central angle

of 14°16'33", an arc length of 739.01 feet and a chord bearing N 82°44'16" E, for 737.10 feet to a non-tangent point; thence S 22°39'21" E, for 626.50 feet; thence S 07°38'51" W, for 209.77 feet; thence N 87°57'12" W, for 528.75 feet; thence S 29°16'00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 250.80 feet, a central angle of 60°28'58", an arc length of 264.75 feet and a chord bearing S 59°30'29" W, for 252.63 feet to the point of tangency; thence S 89°44'58" W, for 200.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1 through 64, inclusive, AND TRACT "A" OF BRIARWICK, as shown on the Plat of BRIARWICK.

THE COMMON AREA CONSISTS OF BELMOOR DRIVE AND EDGEWOOD DRIVE, and contains 4.88 acres, more or less.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Association applicable to the Properties recorded in the Public Records of Pinellas County, as same may be renumbered or amended from time to time.

Section 7. "Homeowner's Association Act" or the "Act" shall mean and refer to Chapter 720, Florida Statutes as same may be renumbered or amended from time to time.

Section 8. "Lot" shall mean and refer to any specific plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 9. "Master Association" shall mean and refer to Ridgemoor Master Association, Inc., its successors and assigns. The Master Association is the operational entity responsible for certain obligations and duties prescribed in the Master Declaration, as well as any rules and regulations duly promulgated by the Master Association.

Section 10. "Member" shall mean and refer to the record Owner of a Lot.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding all others having such interest merely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to that certain real property described in the preamble of the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Article II, Purpose shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Section 1. Maintenance and Repair of Common Area; Security. The Declarant, in order to ~~insure~~ ensure that the Common Areas and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area and to provide for security for the Briarwick development. The Association shall have the right, but not the obligation, to pay for the costs of lighting for the Common Areas and for public roads adjacent to the Properties and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, ~~or this Declaration, or the Act.~~

Section 2. Owner Maintenance and Repair of Lots. Each owner is responsible, at his own expense, for all maintenance, repair, and replacement of all land and improvements located within his Lot, including easements located within his Lot.

Section 3. Enforcement. If, after reasonable notice, the Owner of a Lot fails to maintain the land and improvements thereon as required by this Declaration and the reasonable rules and regulations promulgated by the Association, the Association shall have, without waiver of other remedies, the right, but not the obligation, to enter the Lot and perform or cause performance of the necessary maintenance, repair or replacement of the land or improvements thereon, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to enforce compliance, in which event the Owner shall be charged the costs of such activities, including attorney's fees, incurred by the Association. The costs shall be a specific assessments on the Lot secured by a Claim of Lien as contemplated in this Declaration.

Article V, Covenants for Maintenance Assessments shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, ~~and~~ (2) special assessments for capital improvements, and (3) specific assessments, such assessments to be established and collected as hereinafter provided. The annual, specific, and special assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessments, together with the interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner, ~~person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.~~

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate under the Act, rate of twelve percent (12%) per annum, as well as a late fee at the maximum amount under the Act for each delinquent assessment. The Association may also accelerate all assessments in the manner provided by law. The Association may bring any action at law against the Owner personally obligated to pay the sum, or foreclose the lien against the property. The Association may bring an action to foreclose a lien for unpaid assessments, interest, late fees, costs, and attorney's fees and may also bring an action at law to recover a money judgment for the unpaid assessments, interest, late fees, costs, and attorney's fees without waiving any claim of lien. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. An Owner, regardless of how his title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he is the Owner. An Owner is jointly and severally liable with the previous Owner(s) for all unpaid assessments, interest, late fees, costs, and attorney's fees that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessments lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article VIII Use Restrictions shall be amended to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Section 1. Residential Use. No Lot shall be used for any purpose other than as and for a single-family residence or dwelling. An Owner may use a dwelling on his Lot as a home office or for telecommuting purposes, provided that such use does not involve: (1) customers, clients, vendors, employees, or agents coming onto the Properties or Lot, (2) the posting of signage on the Properties or Lot, (3) the storage of equipment, products or materials on the Properties or Lot, (4) nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services to the Properties or Lot.

Article XI Easements shall be renumbered to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Article ~~XI~~ IX Easements

Article XII Mortgagees shall be renumbered to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Article ~~XII~~ X Mortgagees

Article XIII Liability Insurance shall be renumbered to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Article ~~XIII~~ XI Liability Insurance

Article XIV Master Association and Master Association Restrictions shall be renumbered to read as follows. New wording underlined, deleted wording ~~stricken through~~.

Article ~~XIV~~ XII Master Association and Master Association Restrictions