

R Trails Assoc

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**ADOPTED AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
SPANISH TRAILS SENIOR VILLAGE, A CONDOMINIUM**

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM
SEE CURRENT DECLARATION OF CONDOMINIUM FOR CURRENT TEXT**

RECITALS:

In a Declaration of Condominium recorded at O.R. Book 767, Pages 445 et seq., of the Pasco County Public Records on September 23, 1974, the Condominium Developer did submit to condominium ownership pursuant to Chapter 711, Florida Statutes, known as the Condominium Act, now codified in Chapter 718, Florida Statutes, that property situated in Pasco County, Florida more particularly described at Exhibit "A" attached hereto, and incorporated herein by reference.

The Condominium Property is further described at Condominium Plat Book 13, Pages 59 and 60, Pasco County Public Records.

The Declaration of Condominium was subsequently amended as follows:

Amendment recorded at O.R. Book 1808, Pages 1631 et seq., of the Pasco County Public Records.

Amendment recorded at O.R. Book 3017, Pages 398 et seq., of the Pasco County Public Records.

Amendment recorded at O.R. Book 3411, Pages 1198, et seq., of the Pasco County Public Records

Amendment recorded at O.R. Book 3661, Pages 1148-1166, of the Pasco County Public Records.

Amendment recorded at O.R. Book 7783, Pages 908-935, of the Pasco County Public Records.

Amendment recorded at O.R. Book 8524, Pages 673-674, of the Pasco County Public Records.

Amendment recorded at O.R. Book 8845, Pages 1886-1893, of the Pasco County Public Records.

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of Condominium and hereby restate the Declaration of Condominium and specifically incorporating all Exhibits in their entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described in the above Declarations of Condominium.

1. PURPOSE: The purpose of this Declaration is to submit the lands described and improvements described in the Declarations above, to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act." Except where permissive variances therefrom appear in this Declaration, the Bylaws, or the Articles of Incorporation of TRAILS ASSOCIATION, INC., these instruments, the provisions of Chapter 718, including the definitions therein contained, are adopted herein by

express reference as if set forth herein, and said statute, and this Declaration, the Bylaws, and the Articles of Incorporation of this corporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. **THE NAME:** The name by which this condominium is to be identified is SPANISH TRAILS SENIOR VILLAGE CONDOMINIUM.

3. **PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:** The property submitted to the condominium form of ownership is situated in Pasco County, Florida, and is more particularly described in the Exhibits attached to the above referenced Declarations, and incorporated herein by reference, and is subject to the reservations and easements of record.

4. **DEFINITIONS:** For all purposes of this Declaration, and for all purposes of the Articles of Incorporation and Bylaws of TRAILS ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

4.1. **ARTICLES OF INCORPORATION"** - The Articles of Incorporation of the Association.

4.2. **"ASSESSMENT"** - A share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Condominium Lot.

4.3. **ASSOCIATION"** - TRAILS ASSOCIATION, INC., a Florida Corporation Not for Profit, the entity responsible for the operation of the condominium.

4.4. **"ASSOCIATION PROPERTY"** - All real property owned by the Association for the use and benefit of the Owners.

4.5. **"BOARD OF DIRECTORS" or "BOARD" or "DIRECTORS"** - The representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration."

4.6. **"BYLAWS"** - The Bylaws of the Association.

4.7. **"CHARGE"** - Any legal or equitable indebtedness to the Association incurred by, or on behalf of, an Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

4.8. **"COMMON ELEMENTS"** - Common elements shall include:

4.8.1. The portions of the Condominium Property not included within the Condominium Lots.

4.8.2. Tangible personal property, if any, required for the maintenance and operation of the Common Elements.

4.8.3. Any other parts of the Condominium Property designated as Common Elements in this Declaration, including, but not limited to, Paragraphs 7 and 8 hereinafter.

4.8.4. Any other parts of the Condominium Property designated as Common Elements by the Condominium Act.

4.9. "COMMON EXPENSES" - Those expenses for which Owners are liable to the Association, including but not limited to:

4.9.1. Expenses of administration and management of the Condominium Property.

4.9.2. Expenses of administration, maintenance, operation, repair, and replacement of Common Elements, except as hereinafter provided in Paragraph 12(A).

4.9.3. Expenses declared Common Expenses by the provisions of this Declaration of Condominium, the Articles of Incorporation, the Bylaws, or by the Association.

4.9.4. Any valid charge against the condominium as a whole.

4.9.5. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this condominium. The expenses of bulk cable or master antenna television, and bulk interior pest control, are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Owners even if such expenses do not attach to the Common Elements or property of the condominium.

4.10. "COMMON SURPLUS" - The excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

4.11. "CONDOMINIUM ACT" - The Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions contained therein.

4.12. "CONDOMINIUM DOCUMENTS" - This Declaration of Condominium; the surveyor's plat and plans, which are incorporated herein by reference; Articles of Incorporation of TRAILS ASSOCIATION, INC.; Bylaws; Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

4.13. "CONDOMINIUM LOT" - A condominium unit pursuant to the Florida Statutes, Chapter 718, and being a space designated on the sketch of the surveyor's plat and plans, a copy of which was attached to the Declarations above , and which are incorporated herein by reference.

4.14. "CONDOMINIUM PARCEL" - The Condominium Lot, together with an undivided share in the Common Elements appurtenant thereto.

4.15. "CONDOMINIUM PROPERTY" - The land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.16. "DECLARATION" or "DECLARATION OF CONDOMINIUM" - This instrument, and as it may be amended from time to time.

4.17. "INSTITUTIONAL MORTGAGEE" - The owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage is either a bank, life insurance company, or a federal or state savings and loan association.

4.18. "INSTITUTIONAL MORTGAGE" - a mortgage owned or held by an institutional mortgagee.

4.19. "INSURABLE IMPROVEMENTS" - Those portions of the Condominium Property required by the Act to be insured by the Association.

4.20. "LEASE" - The grant by an Owner of a right of use of the Owner's lot for consideration.

4.21. This section intentionally left blank.

4.22. This section intentionally left blank.

4.23. "MEMBER" - An Owner who, or which, is a constituent of TRAILS ASSOCIATION, INC., a Florida non-profit corporation.

4.24. "OWNER" - That person or entity owning a Condominium Lot. As used in this Declaration, "Owner," "Lot Owner," and "Unit Owner," all have the same meaning.

4.25. "RECREATIONAL FACILITIES" - The Recreational Facilities provided by the Association.

4.26. "RULES AND REGULATIONS" - Those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of lots, Common Elements and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

4.27. "SPANISH TRAILS SENIOR VILLAGE" - The entire group of Condominium Lots and Condominium Property constructed by the Developer.

4.28. "UTILITY SERVICES" - As used in the Condominium Act and construed with reference to this condominium, and as used in this Declaration, and the Bylaws, shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal, drainage, television, and cable television.

4.29. "VOTING RIGHTS" - If a lot is owned by one person, his/her right to vote shall be established by the record title to his/her lot, and he/she shall be entitled to cast the vote for the lot (the "Voting Member"). If a lot is owned by more than one person, the Voting Member shall be designated by a certificate signed by all of the record Owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the Voting Member shall be designated by a certificate of appointment signed by the President or Vice President, attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof.

5. IDENTIFICATION: The Condominium Lots and all other improvements constructed on the Condominium Property were set forth in detail in the Exhibits to the Declarations referenced above. Each Condominium Lot is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of each lot, as well as of the Common Elements appurtenant thereto.

Each Condominium Lot is identified by a number as shown on the surveyor's plat and plans attached as an Exhibit to the aforementioned Declarations and made a part thereof, so that no lot bears the same designation as does any other lot.

6. EASEMENTS: Each of the following easements is reserved through the Condominium Property and is a covenant running with the land of the condominium, and notwithstanding any of the other provisions of this Declaration, may be amended or revoked, so long as said amendment and/or revocation does not unreasonably interfere with their proper and intended use and purpose. Each of the following easements, unless amended or revoked, shall survive termination of the condominium and the exclusion of any of the lands of the condominium from the Declaration of Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Owners with respect to such easements.

6.1 UTILITIES - As may be required through both the Common Elements and the Condominium Lots for utility services in order to adequately serve the condominium. The Association, through the Board of Directors, has the power, without joinder of any Owner, to grant, modify or move easements, such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the lots. The Association, through the Board of Directors, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency.

6.2 PEDESTRIAN AND VEHICULAR TRAFFIC - A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees, for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, and for purposes of ingress and egress to the public ways; but the same shall not give or create in any person the right to park upon any portions of the Condominium Property, except as such is set forth in Paragraph 8 hereof.

6.3 ACCESS BY PRIVATE OR PUBLIC ROAD - Ingress and egress to the land shall be by private or public road over the lands described in the Exhibits to the aforementioned Declarations of Condominium. Provided, that in the event the said road referred to herein is private, then the expense for the maintenance and repair of such road shall be borne as a common expense ratably by all condominiums and other lands using said road.

7. COMMON ELEMENTS: Common Elements as hereinabove defined shall include within its meaning, without limitation, and in addition to the items listed in the Condominium Act, the following items:

- 7.1 The Land.
- 7.2 All portions of the improvements outside the lots.
- 7.3 An exclusive easement for the use of the air space occupied by the Condominium Lot as it exists at any particular time, and as the lot may lawfully be altered.
- 7.4 This section intentionally left blank.
- 7.5 Cross-easements for ingress, egress, support, maintenance, drainage, repair, replacement and utilities.
- 7.6 Easements or encroachments caused by minor inaccuracies in building or construction or staking out of the lots which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.
- 7.7 Easement for the discharge of rainwater and the subsequent flow thereof over Condominium Lots or any of them.
- 7.8 The fixtures and installation, if any, required for access and utility services to the Common Elements.

7.9 **RESTRAINT UPON SEPARATION AND PARTITION** - The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a lot cannot be conveyed or separately described. As long as the condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by an Owner, pledged or transferred except as an appurtenance to the lots.

8. OWNERSHIP OF COMMON ELEMENTS: The owner of each lot shall own a share and certain interests in the Condominium Property which are appurtenant to his or her lot, which include but are not limited to, the following items which are appurtenant to the several lots, as indicated:

8.1 **COMMON ELEMENTS** - The undivided shares, stated as percentages, in the Common Elements appurtenant to each of the Condominium Lots was set forth on the schedule attached to and made a part hereof by reference to the Declarations listed above as attachments thereto.

8.2 **ASSOCIATION** - The membership of each Lot Owner in the Association and the interest of each Lot Owner in the funds and assets held by the Association.

8.3 **RECREATIONAL FACILITIES** - The right to use, occupy and enjoy Recreational Facilities, subject to the provisions of this Declaration of Condominium, the Bylaws, and the Rules and Regulations.

8.4 **COMMON SURPLUS** - Each Lot Owner shall own any Common Surplus of this condominium in the same percentage as the Common Elements appurtenant to each lot are owned, as set forth in the Exhibits to the Declarations above. However, this ownership does not include the right to withdraw or require payment or distribution of the same.

9. COMMON EXPENSES: Common Expenses shall be shared severally, not jointly, by each Lot Owner in the same percentage as the Common Elements appurtenant to each lot are owned, as set forth in Composite Exhibit "B," which in each instance shall provide percentages of the Common Elements appurtenant to each Condominium Parcel.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing Corporations not-for-profit. The name of the corporation to conduct the affairs of the condominium is TRAILS ASSOCIATION, INC.

All persons hereafter owning Condominium Parcels, which interest is evidenced by recordation of a proper instrument in the Public Records of Pasco County, Florida, shall automatically be Members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single Condominium Parcel shall collectively be entitled to one (1) vote for each Condominium Parcel, which vote shall be cast by the Voting Member.

A person or entity owning more than one (1) Condominium Parcel may be designated as a Voting Member for each such Condominium Parcel which he/she/it owns.

Failure by all owners of any Condominium Parcel to file the aforementioned written statement with the Secretary of the Association prior to a Members' meeting will result in depriving such owners of that Condominium Parcel of a vote at such meeting.

All of the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of Voting Members, who are all elected by the Voting Members, as set forth in the Bylaws.

11. POWERS AND DUTIES OF ASSOCIATION: The Association shall have all of the powers and duties reasonably necessary to operate this condominium as set forth in this Declaration, the Bylaws, and the Articles of Incorporation of the Association, and as the same may be amended from time to time. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act. The Board of Directors shall also have the power to adopt emergency Rules and Regulations governing the use and occupancy of the lots, Common Elements, and Association Property, with notice given only to those Directors with whom it is practicable to communicate.

12. MAINTENANCE: The responsibility for the maintenance of the condominium shall be as follows:

12.1 ASSOCIATION - The Association shall maintain, repair and replace all Common Elements and Association Property, and the cost of such maintenance, repair and replacement is a Common Expense. This maintenance shall include:

(a) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the lot prior to the connection to the mobile home, and all such facilities contained within a lot which service part or parts of the condominium other than, or in addition to, the lot within which they are contained.

12.2 UNIT OWNER - The responsibility of the condominium Unit Owner shall be as follows:

(a) To maintain in good condition, and repair and replace at his/her/its expense, all portions of the lot, except for the portions to be maintained, repaired and replaced by the Association. Such maintenance, repair and replacement shall be done without disturbing the rights of other Lot Owners;

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

(c) No condominium parcel owner shall make any alterations in the portions of the lot which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety of the lot, or impair any easements, or vary the appearance of said lot, without first obtaining approval from the Board of Directors of the Association.

12.3 There shall be no material alterations or substantial additions to or omissions from the Common Elements of this condominium, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of Voting Members casting not less than Sixty-Six and Two-Thirds (66 2/3%) percent of the total votes of the Members of this condominium present at any regular or special meeting of the Lot Owners called for that purpose. The cost of this foregoing shall be assessed as Common Expenses of this condominium, as more particularly set forth in Paragraph 9. Necessary maintenance of the Common Elements or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors, and no Unit Owner approval is required.

13. ENFORCEMENT OF MAINTENANCE: In the event the owner of a lot fails to maintain it as required above, the Association or any other Lot Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to take any and all other lawful actions to remedy such violations, including, but not limited to, the right to assess the Lot Owner and the lot for the necessary sums to put the improvement on the lot and the lot in good condition (including attorneys' fees), which assessment shall be secured by a lien against the Condominium Parcel, as more particularly described below. After such necessary assessment, the Association shall have the right to have its employees or agents enter the lot and do the necessary work to enforce compliance with the above provision.

Further, in the event that a Lot Owner violates any of the provisions of this Declaration, the Bylaws, Articles of Incorporation, or the Rules and Regulations, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject lot, with or without consent of the Lot Owner, which entry shall not be deemed a trespass.

14. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION:

Common Expenses shall be assessed against each Condominium Parcel Owner by the Association as provided in Paragraph 9 above.

All Unit Owners, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he/she/it is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his/her/its share of the Common Expenses, including attorneys' fees and other costs of collection incurred by the Association up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for

Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, or by the abandonment of the unit for which the Assessments are made.

Every Assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorneys' fees, through all appeals, shall be paid by the condominium Unit Owner when due.

Failure to pay any Assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 718, Florida Statutes. All Assessments which are not paid within ten (10) days from the date when due shall bear interest at the highest rate allowed by law in the State of Florida, as amended from time to time. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the Assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the Assessment due. The lien shall secure all Assessments due, late fees, interest, and attorneys' fees incurred in the collection process.

Such lien shall arise in favor of the Association, and shall be effective from and after the time of recording in the Public Records of Pasco County, Florida of a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid.

The Board of Directors of the Association may take such action as it deems necessary to collect Assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. In any lien foreclosure, the condominium Parcel Owner may be required to pay a reasonable rental for continued occupancy or use of the Condominium Parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien and to apply against said bid all sums due the Association for Assessments, interest, late fees and collection costs.

14.1 PRIORITY OF LIEN -The priority of the Association's lien and the obligation for payment of past due Assessments in relation to the first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Condominium Act, as amended from time to time.

14.2 POSSESSION OF UNIT - Possession shall be subject to all other Association requirements pertaining thereto.

14.3 CERTIFICATE OF UNPAID ASSESSMENTS - Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him/her/it with respect to his/her/its unit.

14.4 ASSIGNMENT BY ASSOCIATION - The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments.

14.5 LIEN FOR CHARGES - There is hereby created a common law and contractual lien to secure any service which the Association provides for an individual Member, and which is not otherwise secured by the statutory lien for Common Expenses created herein. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall Owner alterations, or items of Owner maintenance responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a unit. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorneys' fees and the like, and shall be foreclosed in the same manner as the Common Expense lien.

14.6 ACCELERATION - In the event an Owner becomes delinquent in payment of any Assessments for Common Expenses, the Association shall have the right to accelerate payment of all Assessments due for the remainder of the budget year. Accelerated Assessments shall be due and payable in full as of the date on which the claim of lien is filed.

15. INSURANCE:

15.1 LIABILITY INSURANCE - The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the Common Elements of the condominium, and insuring the Association, and the common Owners as its and their interests appear, in such amounts as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

15.2 CASUALTY INSURANCE - The Association shall obtain fire, wind, and extended coverage insurance, vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including the Common Elements, Association Property, and personal property owned by the Association, in and for the interest of the Association, all Lot Owners and their mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined by the Board of Directors of the Association. 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 reasonably 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. The premiums for such coverage and other expenses in connection with the said insurance shall be paid by the Association and charged as a Common Expense. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies authorized to do business in the State of Florida.

The Unit Owners shall 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, as amended from time to time, as well as alterations, modifications or additions made to the lots or Common Elements by said Unit Owner, or his/her/its predecessor in interest or title. Likewise, if the Association's master

insurance policy obligations are increased by amendments to the Condominium Act, the Association shall insure such items.

15.3 **WORKER'S COMPENSATION** - The Association shall obtain such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

15.4 **OTHER INSURANCE** - The Association may obtain 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.

15.5 **DEDUCTIBLE AND OTHER INSURANCE FEATURES** - The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as it deems desirable and financially expedient, in the exercise of its business judgment.

15.6 **PREMIUMS** - Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

15.7 **LOSS PAYABLE PROVISIONS - INSURANCE TRUSTEE** - All policies purchased by the Association shall be for the benefit of the Association, all Lot Owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Board of Directors of the Association, herein referred to as the "Insurance Trustee." The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees in the following shares, but such share need not be set forth upon the records of the Insurance Trustee:

(a) **Common Elements:** Proceeds on account of damage to Common Elements - An undivided share for each Lot Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her lot, subject, however, to the provision pertaining to the Common Expenses as set forth in Paragraph 9.

(b) **Condominium Units:** Proceeds on account of Condominium Lots shall be in the following undivided shares:

1. **Partial Destruction:** When lots are to be repaired and restored - For the Owners of the damaged lots in proportion to the cost of repairing the damage suffered by each Lot Owner, which cost shall be determined by the Association.

2. **Total Destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Paragraph** - For the Owners of all Condominium Lots, each Owner's share being in proportion to his or her share in the Common Elements appurtenant to his or her Condominium Lot.

(c) **Common Elements and Lots:** When both Common Elements and those portions of the lot insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements and lots, as the

Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common casualty, the insufficient proceeds for casualty repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Element damage, and then to damage to lots, it being the intent of this provision that when there is a common casualty loss causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Lot Owners in proportion to their share of the Common Elements and not applied first to lot damage.

(d) **Mortgagees:** In the event an Institutional Mortgage encumbers a lot, the share of the Lot Owner shall be held in trust for the mortgagee and the Lot 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.

15.8 DISTRIBUTION OF PROCEEDS - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) **Reconstruction or Repair:** If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Lot Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a lot and may be enforced by him. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) **Failure to Reconstruct or Repair:** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial Owners; remittances to Lot Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus in the manner elsewhere stated.

15.9 LOSS WITHIN A SINGLE LOT - If loss shall occur within a single lot or lots, without damage to the Common Elements, the insurance proceeds shall be distributed to the beneficial Lot Owner(s), remittances to Lot Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a lot and may be enforced by him. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Lot Owner shall thereupon be fully responsible for the restoration of the lot.

15.10 LOSS LESS THAN "VERY SUBSTANTIAL" - Where a loss or damage occurs to more than one lot, or to the Common Elements, or to any lot or lots and the Common Elements,

but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Lot Owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the Common Elements, with no, or minimum damage or loss to any individual lots, and if such damage or loss to the Common Elements is less than \$175,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual lots encumbered by Institutional First Mortgages, as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of \$175,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, and Insurance Trustee, and deliver same to the Insurance Trustee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated costs of restoration and repair (or the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot Owners in proportion to the Lot Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and against the individual Lot Owners for that portion of the deficiency as is attributable to his individual lot; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged lot(s), then the Board of Directors shall levy the special assessment for the total deficiency against all of the Lot Owners in proportion to the Lot Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special assessment funds shall be delivered to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property, subject, however, to the provision pertaining to the Common Expenses set forth in Paragraph 9.

(f) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any Institutional First Mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Lot Owner shall be obligated to replenish the funds so paid over, and said Lot Owner and his lot shall be subject to special assessment for such sum.

15.11 "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, or any other context dealing with this condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total lot space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Paragraph 15.2) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Paragraph 15.10 (f) shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Board of Directors of the Association to be held not later than one hundred eighty (180) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

1. The Board of Directors shall have the authority to extend this membership meeting, not to exceed two (2) years from the date of the casualty, to deal with exigencies in communication with Lot Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

2. If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the Condominium Act, as amended from time to time.

3. If the net insurance proceeds available for restoration and repair, together with funds advanced by Lot Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the Members of the condominium vote against such special Assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of law in accordance with the Condominium Act, as amended from time to time. In the event a majority of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such Assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraphs 15.10(c) and (d) above. The special Assessment funds shall be delivered to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 15.10(c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the Lot Owner shall be obligated to

replenish the funds so paid over to his or her mortgagee, and said Lot Owner and his lot shall be subject to special Assessment for such sum.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

15.12 SURPLUS - It shall be presumed that the first monies disbursed in payment of costs and repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated.

15.13 PLANS AND SPECIFICATIONS - Any repair and restoration must be substantially in accordance with the plans and specifications for the original lot, or as the lot was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval procedures provided for in Paragraph 12 above must be complied with.

15.14 ASSOCIATION'S POWER TO COMPROMISE CLAIM - The Association is hereby irrevocably appointed agent for each Lot Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore, upon the payment of claims.

15.15 UNIT OWNER INSURANCE - Each individual Lot Owner shall be responsible for purchasing, at his/her/its own expense, liability insurance, to cover accidents occurring upon or within his/her/its own lot, and for purchasing insurance upon his/her/its own personal property, and living expenses insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph 15.16 hereinafter.

15.16 If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Lot Owners, the Association, and their respective servants, agents, and guests.

16. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every Condominium Parcel Owner shall:

16.1 Not use or permit the use of his/her/its lot for any purpose other than as a single family residence and maintain his/her/its lot in a clean, sanitary manner. As used in this Declaration, "single family" means one person living alone; or two or more persons related by blood, marriage or adoption, and their immediate family; or two persons living together as a single housekeeping unit. Units may not be used for commercial or business purposes.

16.2 Pets shall be permitted within the Condominium Lot and the Common Elements. Pets as defined herein, however, shall be restricted to small cats not weighing more than fifteen (15) pounds and dogs that shall weigh twenty-five (25) pounds or less at maturity. Each lot shall have no more than two (2) pets. The Lot Owner will be required to maintain the pet at all times under a leash when outside of the home. In no event shall the pet be allowed to enter the recreational area and/or any other areas of SPANISH TRAILS SENIOR VILLAGE, other than

those areas so designated for pets and/or to cause a nuisance or disturbance of any kind and/or nature with said pet.

16.2.1 Assistance animals are defined as service animals or emotional support animals, who are not pets. These assistance animals aid their disabled/handicapped owner with one or more of their major life activities. Some, but not all of the rules pertaining to pets, also pertain to assistance animals. Please see the Rules and Regulations for more specific rules and regulations regarding assistance animals.

16.3 Not permit or suffer anything to be done or kept on his lot, or on the Common Elements, which will increase the insurance rates on his lot or the Common Elements, or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act on his lot or on the Common Elements as to be injurious to the reputation of the property or the park.

16.4 Conform to and abide by the Bylaws and uniform Rules and Regulations in regard to the use of the lot and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him/her/it do likewise.

16.5 Allow the Board of Directors and/or the agents and employees of the Association to enter any lot for the purpose of maintenance, inspection, repair, replacement of the improvements within lots or the Common Elements, or in case of emergency threatening lots or the Common Elements, or to determine compliance with these restrictions, reservations, covenants, conditions, easements and the Bylaws of the Association.

16.6 No radio, television, or internet antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof of a mobile home or other structure, except to the extent permitted under the Federal Law and FCC regulations, as amended from time to time. Placement of the radio, television, or internet antenna or satellite dish is governed by the Board of Directors and all installations of such equipment must comply with these placement requirements. The owner shall not erect or cause to be erected any outdoor clothes lines, other than of the folding or umbrella type, not exceeding seven (7) feet in either length or width, and only in the back yard of the lot, solely confined within the property lines when fully opened. If an Owner's back yard faces another Owner's side yard, both Owners and the Board of Directors must consent in writing to the clothesline. If two Owners with back yards that face each other wish to share a clothesline, both Owners and the Board of Directors must consent in writing to the clothesline. When not in use, all clotheslines must be folded in a closed position. Before digging, owners must call 811 – Underground Utility Locating Service. Owners are responsible for all damage done to utilities in the course of digging on their lots.

16.7 Not cause or permit the Common Elements to be obstructed, littered, defaced, or misused in any manner. The Common Elements are required to be used for the purposes for which they are intended.

16.8 The use of the Condominium Lots and the Common Elements shall be consistent with all federal, state, and local laws and ordinances, and these restrictions.

16.9 No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung or exposed on any part of the Common Elements with the exception of clothes lines on the south side of the Club House.

16.10 No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any Condominium Parcel therein. The right is reserved by the Lot Owner to place "Sold," "For Sale," or "For Rent" signs on any unsold or sold or unoccupied Condominium Parcels, and the right is hereby given to any mortgagee, who may become the owner of any Condominium Parcel, to place such signs on any Condominium Parcel owned by such mortgagees.

16.11 Complaints and inquiries regarding the condominium shall be made in writing and signed before being given to the Board of Directors.

16.12 Lot Owners, residents, their families, guests, servants, employees, agents, and visitors shall not at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof, equipment room, or power room of the Club House, Pump House or Compound.

16.13 There shall not be kept on any lot any inflammable, combustible or explosive fluid, material, chemical or substance, except for common household cleaners, gasoline for cars, mowers, and other landscaping equipment and propane tanks for grilling and household purposes.

16.14 The use of all recreational facilities shall at all times be subject to such Rules and Regulations as the Board of Directors may establish.

16.14.1 In concert with the Florida Clean Air Act and to protect people from the hazards of second hand smoke, smoking is prohibited at the Clubhouse and Pool Compound. These areas are non-smoking areas.

Secondhand smoke, also known as environmental tobacco smoke (ETS), means smoke emitted from lighted, smoldering, or burning tobacco when the smoker is not inhaling (side-stream smoke); smoke emitted at the mouthpiece during puff drawing; and smoke exhaled by the smoker (main-stream smoke).

Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco and any other lighted tobacco product or other smoking material. This prohibition applies to all present and future Owners, guests, tenants, visitors or other persons while at the Clubhouse or Pool Compound.

16.14.2 No person shall enter the pool room after swimming, wearing bathing gear, wet or dry.

16.14.3 Any person younger than 18 years of age shall only be allowed in the pool room with a Lot Owner or registered tenant resident.

16.15 No Lot Owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any of such employees upon private business of such Lot Owner or resident.

16.16 No persons who have not yet attained fifty-five (55) years of age shall be permitted to reside upon the lands, except any one residing in the park on the effective date of this amendment, April 30, 1989, and also members of the immediate family who will have gained title to the property by inheritance. Also, except that persons under such age (55) may be permitted

to visit and temporarily reside thereon, provided that such temporary residence shall not exceed sixty (60) days in any one (1) calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever may provide the shortest permissible residence.

16.16.1 In the event that a resident requires a caregiver, pursuant to the Florida or Federal Fair Housing Acts, as amended from time to time, approval for same must be obtained from the Board of Directors. Such request must be properly documented by providing the Board of Directors with: i) a letter from a physician or other knowledgeable person stating that the person requesting the reasonable accommodation of a caregiver, is disabled/handicapped and that the caregiver will assist the disabled/handicapped person with one or more of his or her major life activities. If the request for a caregiver as a reasonable accommodation is approved, such caregiver must make application to the Board and be screened and approved. After successfully passing the background check, the caregiver must provide the Association with a copy of his or her picture identification and vehicle information, if any.

16.17 Not making or causing any structural alteration or additions to any structure or lot, or do any act that will impair the soundness of the home or lot, without first obtaining the prior written consent of the Board of Directors.

16.18 Not making or causing to be made any repairs to any plumbing or electrical wiring that connects to the main sewer line or electric service, except by plumbers or electricians or other such personnel that are licensed and insured to do such work, where such is required. Plumbing, electrical and television antenna and amplifying system repairs within a lot shall be paid for and be the financial obligation of the Owners of the lot, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the Common Elements. Any person who violates the provisions of this paragraph shall be liable for all costs and expenses arising therefrom, which shall be collectible as an additional assessment against such Lot Owner by the Association, which assessment shall be secured by a lien against the Condominium Parcel, as such is more particularly described in Paragraph 14 above.

16.19 Men and women must be suitably attired while on or about the Common Elements of SPANISH TRAILS SENIOR VILLAGE. Suitable attire includes shorts for both men and women, provided the men and women are also attired in shirts and shoes. No one shall be attired in a bathing suit on or about the Common Elements unless they are also wearing a beach robe or other suitable covering, other than at the pool site.

16.20 Any Lot Owner shall be responsible for any damage or injury done by any person, whether by himself, or by a resident or guest of his lot, to any of the lots, Common Elements, or the recreational facility or the property of the Association, and shall be liable for the costs and expenses arising therefrom which shall be charged back against the lot which the person owns, or is residing or a guest in, and shall be collectible by the Association as an additional assessment against said lot, which assessment shall be secured by a lien against the Condominium Parcel, as such is more particularly described in Paragraph 14 above.

16.21 Each person permanently residing on a lot must be approved by the Board of Directors, as more particularly described in Paragraph 17 below.

16.22 No property Owner may place upon his property any motor home, utility trailer, recreation vehicle, or any commercially equipped vehicle, unless it is parked within the covered portion of the property Owner's carport.

16.23 Parking of recreational vehicles, utility trailers, motor homes or commercially equipped vehicles belonging to guests of Members for a period not to exceed 72 hours may be permitted in the Common Elements with prior approval of office personnel or a Board of Director.

16.24 No sleeping or living in a vehicle while parked in Spanish Trails Senior Village Common Areas, lots, or other property will be permitted.

16.25 Overnight parking of vehicles on any street within the Park is prohibited.

16.26 Parking is prohibited on the Compound (the lot owned by Spanish Trails Senior Village).

17. CONVEYANCES, SALES, RENTALS, LEASES, TRANSFERS, AND ADDITIONAL RESIDENTS: In order to insure the compatibility of the community's residents and thus protect the value of the lots, the sale, leasing, rental and transfer of lots by any Owner shall be subject to the following provisions:

All prospective residents must be screened prior to residency within the Association. This includes the addition of an Owner or resident and no Lot Owner may dispose of his/her/its lot or any interest therein by sale, rental, lease, conveyance, or transfer, other than to the Owner's spouse, or through devise or bequest upon the Owner's death, without approval of the Board of Directors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

(a) Notice to Association. Any time an Owner intends to sell or lease, or otherwise convey, his/her/its lot, or any interest therein, he/she/it shall give written notice to the Association of such intention, together with the name and address of the intended purchaser/lessor/owner and such other information as the Association may reasonably require, including letters of reference, and completed application forms that are supplied by the Association, and the terms of the proposed transaction. The notice just described shall be mailed to or delivered by hand to the Secretary of the Association. In addition, the applicant(s) will be required to attend a personal screening interview with designated representatives of the Association. The Association has the authority to conduct a background check on all potential occupants. Failure to consent to a background check will result in automatic disapproval of the application.

(b) The Association shall have the right to charge a fee for the transfer or lease of a unit by its Owner, or the addition of another resident, of up to \$100.00 per applicant. Only one fee will be required for husbands and wives who will own and/or occupy a lot together. The Association reserves the right to increase the application fee up to the maximum amount permitted by Florida Law, as amended from time to time.

(c) Election of Association. Within thirty (30) business days after receipt of the fully-completed application package, and any other such requirements as the Board may have, including a personal interview, the Board of Directors of the Association shall either approve or disapprove the transaction. The time does not begin to run until all requirements have been fulfilled. The approval of the Board of Directors shall be in recordable form, signed by any two officers of the Association and shall be delivered to the Buyer/Lessee. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid.

(d) In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the Member from any obligation under this Declaration, and either the lessee or the Member shall have the right to use the land and recreational facilities, to the exclusion of the party not using the same.

(e) All leases of Condominium Lots must contain a provision that a tenant's failure to comply with this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, constitutes a default under the lease.

(f) Any conveyance, sale, rental, lease or other transfer in violation of this Paragraph shall be voidable (unless subsequently approved by the Association), and subject to being set aside by the Association in a court of law.

(g) Notwithstanding anything to the contrary herein, the provisions of this Paragraph shall not be applicable to transfers to Institutional Mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such Institutional Mortgagee becomes an owner.

(h) The Association neither has the duty to purchase or lease the lot, nor to provide an alternate purchaser/owner or lessee, nor assumes any responsibility for the denial of a sale or lease, if the denial is based upon, including but not limited to, any of the following factors:

i. **Criminal Activity.** The person seeking approval (which includes all potential occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property; a felony demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior.

ii. **Violation of Condominium Documents.** The sale, lease, ownership, possession, or the application for approval, on its face, or the conduct of the applicant (including all potential occupants), indicates that the person seeking approval (including all potential occupants) is acting or intends to act in a manner inconsistent with the Condominium Documents, or that the sale, lease, ownership, or possession, if approved, would result in a violation of Condominium Documents.

iii. **Nuisance.** The person seeking approval (including all potential occupants) has a history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history; conduct in other communities, social organizations, or associations; or by conduct in this condominium as a lessee, occupant or guest.

iv. **No Cooperation.** The person seeking approval (including all potential occupants) or the Unit Owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation information.

v. **Delinquency.** The person seeking to sell, rent, own, or possess the unit (including all potential occupants) is delinquent in the payment of any Assessments, Charges, fines, or other

sums owed to the Association, or such Assessments, Charges, fines, or other sums to the Association have not been paid in full.

18. MINIMUM VALUE AND WIDTH OF MOBILE OR MANUFACTURED HOMES: No Lot Owner may place upon his/her/its Condominium Lot, either temporarily or permanently, any mobile or manufactured home of a width less than fourteen (14) feet, nor more than six (6) years old, nor a mobile or manufactured home which was not built in accordance with and which satisfies the requirements of the U.S. Department of Housing and Urban Development (HUD)'s Manufactured Housing Construction and Safety Standards (1994), as amended from time to time.

19. CARPORT AND DRIVEWAY: All Condominium Lot Owners shall provide a concrete driveway of a minimum width of eight (8) feet, and an attached carport.

20. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a Condominium Parcel must include all elements thereof, as aforescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the Condominium Parcel Owner's share in the Common Elements, the lot, and his/her/its membership in the Association.

21. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENT: If a lot shall encroach upon any Common Element or upon any other lot, by reason of original construction or by the non-purposeful or non-negligent act of the Lot Owner, then an easement appurtenant to such encroaching lot, to the extent of such encroachment, shall exist. If any Common Element shall encroach upon any lot by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element to the extent of such encroachment will exist so long as such encroachment shall exist.

22. COSTS AND ATTORNEYS' FEES: In any proceeding arising because of an alleged failure of a Lot Owner to comply with the terms of this Declaration, the Bylaws, and Rules and Regulations adopted pursuant thereto, as the said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, at trial and at the appellate level.

In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce this Declaration or such deed restrictions, when the matter is resolved without court action. Such fees shall be an assessment against the lot and the Owner which was involved in the violation, which assessment shall be secured by a lien against the Condominium Parcel, as such is more particularly described in Paragraph 14 above.

23. WAIVER OF RIGHTS: The failure of the Association, or any Lot Owner, to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

24. TYPE OF OWNERSHIP: Ownership of each Condominium Parcel shall be by warranty deed conveying fee simple title to each Condominium Lot, and the undivided share in all other improvements appurtenant to such lot. There shall be included in each parcel the undivided share in the Common Elements as aforescribed.

25. AMENDMENT OF DECLARATION: The Declaration of Condominium may be amended by affirmative vote of two-thirds (2/3) of the Condominium Parcel Owners of this condominium present at a meeting duly called for such purpose. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Pasco County, Florida, provided however:

25.1 That no amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any Condominium Parcel.

25.2 No provision of Paragraph 15 of this Declaration may be changed without the written consent and approval of ninety percent (90%) of all Institutional Mortgagees of record of this condominium.

26. TERMINATION: This condominium may be voluntarily terminated at any time, in the manner provided for in the Condominium Act, as amended from time to time. In addition thereto, when there has been "very substantial" damage, as defined in Paragraph 15.11 above, this condominium shall be subject to termination, as provided in said Paragraph 15.11 above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the Members of the Association, pursuant to proper notice, and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the Members of the Association, and all Institutional Mortgagees, then the Association and the approving Owners shall have an option to purchase all of the parcels of the other non-contesting Owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

26.1 **EXERCISE OF OPTION** - An Agreement to Purchase, executed by the Association and/or the record Owners of the parcels who will participate in the purchase, shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record Owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the Option. The Agreement shall indicate which parcels will be purchased by each purchaser of all parcels owned by Owners not approving the termination, but the Agreement shall effect a separate contract between each seller and his/her/its purchaser.

26.2 **PRICE** - The sale price for each lot shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Chief Judge of the Circuit Court in and for Pasco County, Florida on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

26.3 **PAYMENT** - The purchase price shall be paid in cash, or other tender acceptable to both the seller and the purchaser.

26.4 **CLOSING** - The sale shall be closed within thirty (30) days following the determination of the sale price.

27. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Lot Owner and claimant of the land or any part thereof or interest therein, and his/her/its heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. **INVALIDATION AND OPERATION:** Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Parcel, whether by judgment, court order, or statute, shall in no way affect any of the other provisions, which shall remain in full force and effect.

In the event any Court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law.

29. **INTERPRETATION:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 718 of the Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the President has affixed his hand and the Secretary has attested to this document, this 17th day of April, 2019.

William Hamilton
Trails Association, Inc. By
William Hamilton, President

Attest:

Martha Croley
Trails Association, Inc. By
Martha Croley, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared WILLIAM HAMILTON and MARTHA CROLEY, who are personally known to me or who have produced FLDL as identification, known to me to be the persons who executed the foregoing Articles of Incorporation, and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal, this 17th day of April, 2019.

Shelly Brantman
NOTARY PUBLIC
My Commission Expires:



**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
SPANISH TRAILS SENIOR VILLAGE, A CONDOMINIUM**

The Amended and Restated Declaration of Condominium of Spanish Trails Senior Village, A Condominium, recorded in O.R. Book 9899, Page 2446 et. seq., Public Records of Pasco County, Florida, is hereby amended as follows:

Paragraph 17(i) is hereby added as follows:

17(i). Rental or Lease – A condominium parcel shall not be leased or rented without a background and credit check and the prior written approval of the Association, which approval shall not be unreasonably withheld.

In order to preserve the character of the Condominium as an Association of owner-occupied residences, no owner may own more than two (2) Units within the Condominium, one that they will reside in and one that they may rent or lease upon terms and conditions consistent with the Association's controlling documents. All owners of more than two (2) Units may continue to own and rent any Unit owned as of the date of the recording this Amendment. This rental limitation shall be prospective only. All rentals will continue to be subject to prior approval by the Association in the manner in the controlling documents.

Paragraph 17(j) is hereby added as follows:

17(j). Home – A mobile home located upon a Unit (Lot) must be sold with the unit. Units with a mobile home located on them must be sold with the mobile home located thereon. From and after the date of recording this amendment, no home may be sold separately from Unit upon which it is located.

11/12/2019