

**This Instrument Prepared by and after recording
return to:**

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**AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
EMERALD PARK CONDOMINIUM
(F/K/A VILLAS AT SUNCREST CONDOMINIUM)
AND
AMENDMENT TO BYLAWS OF EMERALD PARK UNIT
OWNERS ASSOCIATION, INC.
(F/K/A VILLAS AT SUNCREST CONDOMINIUM UNIT
OWNERS ASSOCIATION, INC.)**

This instrument (“**Amendment**”) is made effective as of this ___ day of _____, 2024 by Emerald Park Unit Owners Association, Inc., a Florida not-for-profit corporation (f/k/a Villas at Suncrest Condominium Owners Association, Inc.), whose address is 8603 Welch Drive, Panama City Beach, Florida 32408 (“**Association**”).

WHEREAS, there has been executed and recorded in Official Records Book 2916, Page 756 of the Public Records of Bay County, Florida (the “**Public Records**”), a certain Declaration of Condominium of Villas at Suncrest Condominium (n/k/a Emerald Park Condominium), as amended (hereinafter referred to as the “**Declaration**”) (the “**Condominium**”); and

WHEREAS, those certain Bylaws of Villas of Suncrest Owners’ Association, Inc. were adopted on September 6, 2005, as amended (hereinafter referred to as the “**Bylaws**”), and are recorded as Exhibit “C” to the Declaration; and

WHEREAS, the Terminated Property Owner constructed the Amenity Parcel (as defined in the Shared Amenities Agreement) and those amenities and improvements therein, including, but not limited to, enhanced amenity buildings, swimming pools, walkways, fountains, landscaping, and roads (the “**Enhanced Amenities**”), for the benefit of the Unit Owners (defined below) and the residents of the Rental Property;

WHEREAS, the Terminated Property Owner has or will transfer the Amenity Parcel to the Amenities Association;

WHEREAS, the Amenities Association was formed to operate and maintain the Enhanced Amenities for the benefit of the Unit Owners (defined below) and the residents of the Rental Property pursuant to that certain Shared Amenities Agreement;

WHEREAS, the Association is desirous of joining the Amenities Association as previously contemplated in Section 9 of that certain Plan of Partial Termination of Villas at Suncrest Condominium adopted as of August 17, 2021 and recorded in Official Records Book 4458, Page 1363 of the Public Records of Bay County, Florida on September 9, 2021 (the “**Plan of Partial Termination**”); and

WHEREAS, the Association is desirous of amending the Declaration and Bylaws as hereinafter provided; and

WHEREAS, Section 12B(1) of the Declaration provides that the Declaration may be amended at any regular or special meeting of the unit owners (hereinafter referred to as “**Unit Owners**”) by the affirmative vote of Unit Owners owning not less than two-thirds (2/3) of the condominium units (hereinafter referred to as “**Condominium Unit**”); and

WHEREAS, Section 20.2 of the Bylaws provides that an amendment may be proposed by a majority of the Board of Directors and the amendment shall be adopted if it is approved by not less than two-thirds (2/3) of the voting interests of the Association; and

WHEREAS, more than the requisite two-thirds (2/3) of the members of the Association have voted at a duly called meeting of the members of the Association to amend the Declaration and the Bylaws as provided herein, as evidenced by the Certificate of Amendment attached hereto.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. The recitations set forth above are true and correct and are incorporated herein by reference.
2. Unless otherwise defined herein, each term defined in the Declaration or Plan of Partial Termination and used herein shall have its meaning as defined in the Declaration or Plan of Partial Termination.
3. The Association hereby subjects the property described on Exhibit “A” attached hereto and made a part hereof (“**Additional Property**”), consisting of driveways and parking areas which will be Association Property assigned by the Association to the respective Condominium Units, which Additional Property is delineated on Exhibit “A” hereto as the unshaded driveways and parking areas adjacent to the Condominium Units. The ownership of the Additional Property is being transferred to the Association via quitclaim deed and the Association acknowledges and accepts the transfer of legal title thereto. The Unit Owners, their family members, guests, invitees and lessees are required to obey the parking regulations promulgated and/or posted from time to time by the Association or the **Emerald Park Amenities Association, Inc.** (the “**Amenities Association**”) in the private streets, parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Unit Owners. Parking is restricted to the garage and/or driveways of the Condominium Units. There is no separate guest parking within Emerald Park

Condominium, the Amenity Parcel or the Rental Parcel (collectively, “**Emerald Park**”).

4. Section 9 of the Declaration is hereby deleted in its entirety and replaced with a new Section 9 to read as follows:

9. Selling and Mortgaging of Condominium Units. No Unit Owner may sell his or her Condominium Unit, except by complying with the following provisions.

9.1. Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase his or her Condominium Unit (such offer to purchase a Condominium Unit is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he or she intends to accept shall give notice by certified and/or registered mail to the Association of the receipt of such Outside Offer along with a copy of the Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Association may reasonably require. The giving of such notice to the Association shall constitute an offer by such Unit Owner to sell his or her Condominium Unit to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Association may reasonably request. Not later than thirty (30) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said thirty (30) day period, by certified and/or registered mail, to purchase such Condominium Unit upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Condominium Unit or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Association or its designee, in accordance with the terms of the Outside Offer, within forty five (45) days after the giving of notice by the Association of its election to accept such offer. If, pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Condominium Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Association or its designee may purchase the Condominium Unit and assume or take title to the Condominium Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner shall convey

the same to the Association, or to its designee, by statutory warranty deed, with all tax and/or documentary stamps affixed at the expense of such Unit Owner, who shall also pay all other taxes arising out of such sale. Title shall be good and marketable and insurable and the Offeree Unit Owner shall deliver an abstract or provide a title binder (and subsequently, title insurance) at its expense at least thirty (30) days prior to such closing. Real estate taxes, mortgage interest, if any, and Common Expenses shall be apportioned between the Offeree Unit Owner and the Association, or its designee, as of the closing date.

Any deed to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws, the Articles of Incorporation and any and all applicable rules and regulations and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

Any purported sale of a Condominium Unit in violation of this Section shall be voidable at any time at the election of the Association and if the Association shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void the conveyance. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

Notwithstanding anything herein contained to the contrary, the Association, in exercising its rights as provided in this Section 9.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

9.2. No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Condominium Unit in connection with a sale, conveyance or other disposition of the Condominium Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Condominium Unit shall be deemed to include that Condominium Unit's appurtenant interest in the Common Elements whether or not explicitly stated.

9.3. Release by the Association of the Right of First Refusal. The right of first refusal contained in Section 9.1 may be released or waived by the Association only in the manner provided in Section 9.4. In the event the Association releases or waives its right of first refusal as to any Condominium Unit, such Condominium Unit may be sold and conveyed free and clear of the provisions of said Section 9.1.

9.4. Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Association stating that the provisions of Section 9.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association thereunder have terminated, shall be conclusive with respect to all persons who rely on such certificate in good faith. The Association shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such Section 9.1 have, in fact, terminated or been waived. No fee shall be charged by the Association in connection with the furnishing of such certificate in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as such amount is amended from time to time).

9.5 Exceptions. The provisions of Section 9.1 shall not apply with respect to any sale or conveyance of any Condominium Unit by: (a) the Unit Owner thereof to his or her spouse, adult children, parents, parents-in-law, adult siblings or a trust, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above; (b) the Association; (c) any proper officer conducting the sale of a Condominium Unit in connection with the foreclosure of a mortgage or other lien covering such Condominium Unit or delivering a deed in lieu of foreclosure; or (d) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Condominium Unit subject to, the provisions of this Section 9.

9.6 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his or her Condominium Unit by gift, to devise his or her Condominium Unit by will, or to have his or her Condominium Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his or her Condominium Unit subject to, the provisions of this Section 9.

9.7 Mortgage of Units. Each Unit Owner shall have the right to mortgage his or her Condominium Unit without restriction.

5. Section 10.2 of the Declaration is hereby deleted in its entirety and replaced with a new Section 10.2 to read as follows:

10.2. Attorneys' Fees. In the event of any dispute, the Unit Owner shall pay all of the Association's pre-trial, trial level and appellate attorneys' fees, Court costs, and collection and litigation expenses, including, without limitation, attorney fees incurred to determine the Association's entitlement to recover and the amount of attorney fees to be awarded. Court costs shall include expert

witness fees, including, without limitation, expert witness fees incurred to determine the amount of attorney fees to be awarded to the Association.

6. The Articles of Incorporation of the Association attached as Exhibit A-5 to the Declaration are not the Amended Articles of Incorporation of the Association as filed with the Secretary of State of the State of Florida. Therefore, Exhibit A-5 to the Declaration is hereby deleted and replaced with Exhibit “B” attached hereto and incorporated herein by reference which are the Amended Articles of Incorporation of the Association as filed with the Secretary of State of the State of Florida on November 1, 2005, and the Amendment to the Articles of Incorporation as filed with the Secretary of State of the State of Florida on September 12, 2023, amending the name of the Association to Emerald Park Unit Owners Association, Inc.
7. Pursuant to the Amendment to Declaration changing the name of the Condominium to Emerald Park Condominium recorded in Official Records Book 4728, Page 905, and the Amendment to the Articles of Incorporation changing the name of the Association to Emerald Park Unit Owners Association, Inc., recorded in Official Records Book 4730, Page 900, all references in the Declaration and the Bylaws to the Association shall now mean and refer to “Emerald Park Unit Owners Association, Inc.”
8. The Bylaws of the Association are hereby amended as follows:
 - a. Section 3.23 of the Bylaws is hereby deleted in its entirety.
 - b. Section 4.10 of the Bylaws is hereby deleted in its entirety.
 - c. Section 4.20 of the Bylaws is hereby deleted in its entirety.
 - d. Section 4.25 of the Bylaws is hereby amended to read as follows:

4.25. Impose Fines. The Board of Directors may impose fines on Unit Owners ~~in reasonable sums as the Board may deem appropriate,~~ not to exceed \$100 the maximum fine allowed by F.S. Chapter 718 from time to time for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants. See 7.9.
 - e. Section 4.27 of the Bylaws is hereby deleted in its entirety.
 - f. Section 9.g of the Bylaws is hereby amended to read as follows:
 - g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the e-mail addresses of Unit Owners consenting to receive notice by electronic transmission. The e-

mail addresses are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided. However, the Association is not liable for an inadvertent disclosure of the e-mail address for receiving electronic transmission of notices. Additionally, the Association may require a copy of the deed or other instrument showing each Condominium Unit's ownership, together with a copy of any mortgage on the Condominium Unit and any satisfaction of that mortgage.

- h. Section 15.1 of the Declaration is hereby deleted in its entirety.
- 9. The Association Rules and Regulations attached to the Declaration as Exhibit A-8 are hereby deleted in their entirety.
- 10. Pursuant to the Partial Plan of Termination, the Shared Amenities Agreement between the Association and the Amenities Association (the "**Shared Amenities Agreement**") is attached hereto as Exhibit "C" and incorporated herein by reference. The Association will have the right to collect Amenity Association Expenses (as defined in the Shared Amenities Agreement) which will be allocated to Condominium Units and the dwelling units in the Rental Property in equal shares, with the Condominium Association having first responsibility to collect same from its Unit Owners, if so requested by the Amenities Association, and remit the total due to the Amenities Association. However, the Amenities Association will have the right to collect and lien each Condominium Unit if the Condominium Association fails to collect and remit the total to the Amenities Association with such lien being superior to the lien rights of the Condominium Association and subordinate to any first mortgage on the Condominium Property or the Condominium Units therein.
- 11. This Amendment shall become effective upon recording amongst the Public Records.
- 12. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

(Words ~~struck through~~ are deleted; words **bold and double-underline** are added)

[Signatures Continue On Next Page]

EXHIBIT "A"
ADDITIONAL PROPERTY

EXHIBIT “B”

ARTICLES OF INCORPORATION AS AMENDED

EXHIBIT “C”

**SHARED AMENITIES MAINTENANCE, COST-SHARING, ACCESS AND
EASEMENT AGREEMENT**