

This Instrument Prepared By:
Stephen A. Faustini
Upchurch, Bailey and Upchurch, P.A.
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FN: 2-19-009

CERTIFICATE OF RECORDATION/AMENDMENT

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE
BAREFOOT TRACE CONDOMINIUM ASSOCIATION, INC.**

**AMENDMENT TO THE BY-LAWS OF THE BAREFOOT TRACE
CONDOMINIUM ASSOCIATION, INC.**

**AMENDMENT TO RULES AND REGULATIONS OF THE BAREFOOT
TRACE CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of The Barefoot Trace Condominium Association, Inc., the corporation in charge of the operation and control of The Barefoot Trace, a condominium, according to the original Declaration of Condominium of The Barefoot Trace (the "Declaration") as recorded in Official Records 671, Page 898 et seq., and as amended by the Amendment to Declaration of Condominium of The Barefoot Trace Condominium recorded at Official Records 683, Page 1804, et seq., all of the Public Records of St. Johns County, Florida, hereby certify that the following amendments to the Declaration of Condominium were proposed by the Board of Directors and approved by the affirmative vote of owners owning not less than 75% of the units at a duly noticed membership meeting held on June 17, 2021.

Further, we hereby certify that the following amendments to the By-Laws of The Barefoot Trace were duly adopted unanimously by the Board of Directors and duly adopted and approved by at least a majority of all units in The Barefoot Trace at a duly noticed owners' meeting. The original By-Laws of The Barefoot Trace (the "By-Laws") were recorded at Official Records 671, Page 947, et seq., of the Public Records of St. Johns County, Florida.

Further, we certify that the following amendment to the Rules and Regulations of The Barefoot Trace Condominium Association, Inc., were proposed and adopted by the Board of Directors at a duly noticed Board meeting.

(Additions indicated by underlining, deletions by ~~striketrough~~).

AMENDMENTS TO DECLARATION

- 1. Amendment: Article I, Section 9.2.5 of the Declaration is amended as follows:**

9.2.5 The power to adopt and amend reasonable rules and regulations for the ~~maintenance and conservation of the~~ concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and condominium property, and to enact rules, policies, and resolutions pertaining to the operation of the Association and for the health, comfort, safety and welfare of the ~~eCondominium u~~Unit owners, all of whom shall be subject to such rules and regulations.

2. Amendment: Article XI, Section 11.2 of the Declaration is amended as follows:

11.2 There shall be no alterations or additions to the Units, eCommon eElements or to the ILimited eCommon eElements, except in a manner provided in this Article XI and the Insurance Article herein, ~~or with the written approval of the Board of Directors of the Association.~~

3. Amendment: Article XI, Section 11.4 of the Declaration is hereby added as follows:

11.4 Except as may be provided elsewhere in this Declaration to the contrary, there shall be no material alterations or substantial additions to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such material alteration or addition requires or obligates the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, not including reserves, the Board shall obtain the approval of at least two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting of the owners at which a quorum is present, or by the written agreement of at least two-thirds (2/3rds) of the entire voting interests of the Association. Necessary maintenance of the Common Elements and Association property, regardless of the level of expenditure, is the responsibility of the Board. Cellular antennae and similar apparatus to provide communication or internet services may be placed on Condominium property as authorized by the Board, subject to the approval of any other entity that may be required.

4. Amendment: Article XI, Section 11.5 of the Declaration is hereby added as follows:

11.5 If, in connection with the discharge of its maintenance, repair, or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium property which the Unit owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically excluding windows, sliding glass doors, floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article XXIII of this Declaration and the Chapter 718, Florida Statutes, as it now exists

or as it may be amended from time to time. When a building component which has been damaged or destroyed in connection with the Association's work must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit owner shall be responsible for the additional costs, secured by a lien for such charges, for the amount by which the upgraded component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit owner, specifically including but not limited to any hurricane shutters which the Association must remove in connection with the maintenance of the building, although the Association may have shutter removal and/or reinstallation work performed by its contractor, and the Unit owner will be responsible for reimbursement to the Association as a charge.

5. Amendment: Article XI, Section 11.6 of the Declaration is hereby added as follows:

11.6 All Units must have carpet or hard floor covering on all floor surfaces. All floor coverings above the first floor must have underlayment beneath it. Installed floor coverings above the first floor shall in all cases meet any applicable standards set forth in the Florida Building Code. Installation of hard floor coverings (tile, wood, etc.) in Units shall be permitted provided that requests for such floor coverings shall be made in accordance with this Article XI of the Declaration and that such floor coverings have an Impact Insulation Class ("IIC") rating of 70 or above. An Owner wishing to install such flooring must demonstrate to the satisfaction of the Board of Directors (or Architectural Review Board) that the proposed flooring meets the specified IIC standard, and Owner shall pay for any and all expenses connected therewith. Installation of hard floor coverings shall be performed by appropriately credentialed and insured contractors only. The replacement of any floor covering above the first floor shall be subject to the Board's prior written approval, and the other requirements of this Section 11.6. The replacement of any flooring shall require submission of a written request to the Association no later than thirty (30) days before the requested date of installation. The Association may require an application form, product specifications, installation information, and such other information as the Association may reasonably require. The Association may require that a material sample be included with an owner's installation request, and may (but shall not be obligated to) keep the material samples with the requesting Unit owner's file. No application shall be considered submitted until all required or requested information has been provided. The Board must approve or deny the request within thirty (30) days of submission of a completed application, but may reasonably extend the time-frame for approval or disapproval of a flooring installation request. The Association shall have the power, but not the duty, to inspect flooring installations while in progress and/or upon completion of the work, and may (but shall not be obligated to) require certification or affirmation that the flooring has actually been installed in accordance with the approved installation request and all requirements of this provision and any supplementary policies or rules adopted pursuant hereto.

6. Amendment: Article XI, Section 11.7 of the Declaration is hereby added as follows:

11.7 In connection with maintenance, repair and replacement obligations, Unit owners shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the condominium property visible from any exterior vantage; excavation; access to the building roof; removal, modification or relocation of any interior of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; installation of flooring as set forth in section 11.6 herein; and such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Unit owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required), that all persons coming into the condominium property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit owner submitting plans as to the scope of the contemplated maintenance, repair or replacement;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed.
- Restrictions regarding equipment that may be parked or stored on or near the condominium property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, but.

whether so defined or not, shall include, but not be limited to, activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.

7. Amendment: Article XI, Section 11.8 of the Declaration is hereby added as follows:

11.8 No Unit owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans

from an architect or professional engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the condominium property. The Board may require, as a condition of review, the Unit owner's obligation to pay the Association's expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in The Barefoot Trace Condominium, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association.

8. Amendment: Article XI, Section 11.9 of the Declaration is hereby added as follows:

11.9 All contractors hired by a Unit owner to provide services in or on a Unit or Limited Common Element must provide the Association with a copy of any State, County, or City required licensing, and a current certificate of insurance for general liability of at least \$1,000,000.00, with the Association listed as an additional insured. The contractor shall also submit to the Association a current certificate of applicable workers' compensation insurance as required by State law.

9. Amendment: Article XIII, Section 13.6 of the Declaration is amended as follows:

~~13.6 Where the mortgagee of any mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of titles as a result of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosure mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquiror, his successors and assigns. No unit owner may be excused from the payment of his proportionate share of the common expenses of the Condominium unless all unit owners are like-wise proportionately excused from such payment. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Condominium Act, Florida Statutes Chapter 718, as it now exists or as it may be amended from time to time.~~

10. Amendment: Article XXII, Section 22.1.4 of the Declaration is amended as follows:

22.1.4 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the uUnits, Limited Common Elements and eCommon eElements

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 do likewise.

11. Amendment: Article XXII, Section 22.1.5 of the Declaration is amended as follows:

22.1.5 Make no alteration, decoration, repair, replacement or change of the eCommon eElements, Limited Common Elements, the interior of owner Units, or to any outside or exterior portion of the building, except as set forth in Article XI above.

12. Amendment: Article XXII, Section 22.1.7 of the Declaration is amended as follows:

22.1.7 Make no repairs to any plumbing or electrical wiring except within a uUnit in accordance with Article XI of the Declaration. Plumbing and electrical repairs within a uUnit shall be the financial obligation of the owner of the uUnit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the eCommon eElements.

13. Amendment: Article XXXI, Section 31.4 of the Declaration is amended as follows:

~~31.4—Should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and By Laws, upon a finding by the Court that the violation complained of is willfull and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.~~

31.4 Compliance and Default.

31.4.1 Each Unit owner his family, tenants, guests, invitees and all Unit occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Association's governing documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Association or by a Unit owner against:

31.4.1.1 The Association. The Association may, but shall not be required to, seek enforcement of the Association's governing documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Association's governing documents involving the interest of the owners of two (2) different Units, including but not limited to noise complaints, nuisance allegations, and the like;

31.4.1.2 A Unit owner; or

31.4.1.3 Anyone who occupies a Unit as a Unit owner, family member, tenant, occupant or guest. Unit owners shall be jointly and severally liable for violations of the Association's governing documents.

31.4.2 In any legal proceeding arising out of an alleged failure of a Unit owner, family member, tenant, guest, invitee, occupant or the Association to comply with the requirements of the Condominium Act or the Association's governing documents, as they may be amended from time to time, and whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it. The reasonable costs that the prevailing party shall be entitled to recover pursuant to this section shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, costs of investigation; costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; costs for electronic discovery; Westlaw, Lexis Nexis, or other electronic research service charges; telephone charges; mailing, commercial delivery service, and courier charges; travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; information technology support charges; any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; mediator fees; and any other reasonable cost incurred by the prevailing party in connection with the dispute.

31.4.3 All rights, remedies and privileges granted to the Association or Unit owners under any terms, provisions, covenants, or conditions of the Association's governing documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Association's governing documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Association's governing damages. It is the intent of this Declaration that even where remedies such as self-help may be provided in the Association's governing documents, the Unit owners and Association stipulate that injunctive or declaratory proceedings may also be pursued, if deemed appropriate to address a violation of the Association's governing documents.

31.4.4 The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Association's governing documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce a violation of said covenants or restrictions, such actions or inactions shall not be deemed

to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Association's governing documents as the same may be applied in the future.

AMENDMENTS TO BY-LAWS

1. Amendment: Article IV, Section 4.1.20 of the By-Laws is amended as follows:

4.1.20 The power to form or to constitute the Board of Directors as an Architectural Review Board with the power to make and enforce rules regarding the ~~uniform appearance of all exterior facing parts of the improvements transfer, use, appearance, maintenance and occupancy of the Units, Limited Common Elements and Common Elements.~~

2. Amendment: Article IV, Section 4.1.22 if the By-Laws is added as follows:

4.1.22 The Board of Directors may appoint committees and delegate to such committees those powers and duties of the Association as the Board deems advisable. All committees and committee members shall serve at the pleasure of the Board. Committees of the Association, as defined in Chapter 718, Florida Statutes, as it now exists or as it may be amended from time to time, shall conduct their affairs in the same manner as provided in these By-Laws for Board of Directors meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation, unless otherwise directed by the Board of Directors.

3. Amendment: Article XII, Section 12.1 of the By-Laws is amended as follows:

12.1 The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Units, Limited Common Elements and eCommon eElements of the eCondominium and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the uUnits, Hlimited eCommon eElements and eCommon eElements by the members. All members, tenants, guests, and invitees shall abide thereby, provided that said rules and regulations shall be equally applicable to all members and uniform in their application and effect, and all of whom shall be subject to such rules and regulations.

AMENDMENT TO RULES AND REGULATIONS

1. Amendment: Section C.5.b of the Rules and Regulations is amended as follows:

~~b. Installation of hard surfaced flooring (tile, wood, etc.) other than areas already tiled from the original construction is prohibited above the first floor in the future (as of May 20, 1997) because of noise. Areas tiled in the original construction include the kitchen, the bath rooms, and the entry up to 5' from the door. Hard surface flooring may be approved by the BFT board where the owner agrees to pay for testing for sound transmission and where the results of such testing on the installed floor yield an IIC rating~~

of 80 or higher. The installed flooring must be removed or covered should it fail to meet the BFT HC standard (as of July 11, 2009).

b. Installation of hard floor coverings (tile, wood, etc.) in Units shall be permitted provided that requests for such floor coverings shall be made and handled in accordance with Article XI of the Declaration.

IN WITNESS WHEREOF, The Barefoot Trace Condominium Association, Inc., has caused this certificate to be executed in its name on June 17, 2021.

Signed, sealed and delivered in the presence of:

THE BAREFOOT TRACE
CONDOMINIUM ASSOCIATION, INC.

Cassandra Bruns
Witness: Cassandra Bruns
(Typed or Printed Name)

By: Paul C. Decker
Typed or Printed Name: PAUL C. DECKER
Its: President

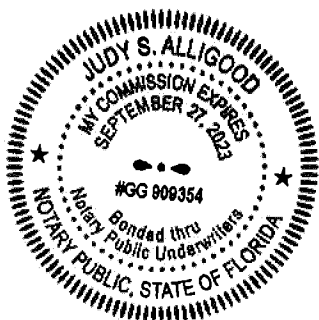
* Lon Damiano
Witness: Lon Damiano
(Typed or Printed Name)

Attest: James Risotti
Typed or Printed Name: James Risotti
Its: Secretary

(corporate seal)

STATE OF FLORIDA
COUNTY OF ST JOHNS

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of July, 2021, by Paul C. Decker, as President of The Barefoot Trace Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced a valid driver's license as identification.



Judy Alligood
Signature of Notary
JUDY ALLIGOOD
(Name of notary, printed/stamped)
Commission Number: GG 909354
My Commission expires: 9/27/23

Massachusetts
 STATE OF ~~FLORIDA~~
 COUNTY OF ~~ST. JOHNS~~ *Middlebury*

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 29 day of June, 2021 by JANE ALGER RIGBY, as Secretary of The Barefoot Trace Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is ☐ personally known to me or ☒ has produced a valid driver's license as identification.


 Signature of Notary

JASON ROBERT POLAND
 (Name of notary, printed/stamped)

Commission Number: N/A

My Commission expires: 03/31/2028



JASON ROBERT POLAND
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 March 31, 2028