

This document prepared by:
Suzanne Blankenship, Esquire
30 S. Spring Street
Pensacola, FL 32502
(850) 433-6581
Our File No. 12417-150265

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021038889 4/12/2021 11:24 AM
OFF REC BK: 8504 PG: 1642 Doc Type: R
Recording \$290.50

CERTIFICATE OF RECORDING

DECLARATION OF BROOKSIDE TOWNHOMES

We, David Bryant, president of Brookside Townhomes Homeowners' Association, Inc. and Pat Isler, secretary of Brookside Townhomes Homeowners' Association, Inc. (hereinafter "Association"), certify that we have executed the revived declaration and other governing documents approved by the Florida Department of Economic Opportunity in the name of the Association and hereby record the attached documents with the clerk of the circuit court of Escambia County, Florida, which is the county where the affected parcels are located. The following documents are attached hereto and incorporated herein:

1. Declaration of Covenants, Conditions and Restrictions of Brookside Townhomes (the "Declaration").
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
3. Bylaws of the Association (as Exhibit "D" to the Declaration).
4. Letter of approval from Department of Economic Opportunity.
5. Legal description of each affected parcel of property (as Exhibit "B" to the Declaration).

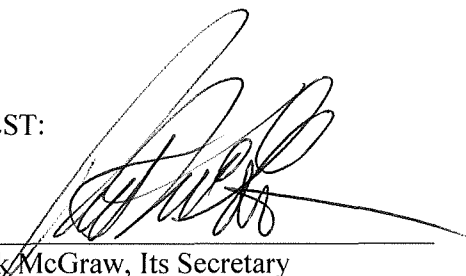
Dated this 9th day of April, 2021.

Brookside Townhomes Homeowners' Association,
Inc., a Florida Not-for-Profit Corporation

By 

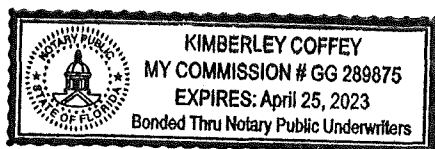
Karen Reardon, Its President

ATTEST:


Patrick McGraw, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
[] online notarization, this 9th day of April 2021 by Karen Reardon, president of
Brookside Townhomes Homeowners' Association, Inc. who is personally known to me or who
produced _____ as identification.




NOTARY PUBLIC

Print Name: Kimberley Coffey

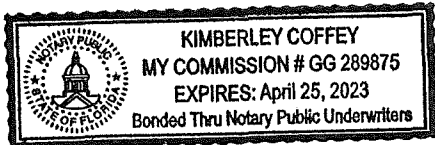
Notary Public, State of Florida

Commission Number GG 289875

My Commission Expires: April 25, 2023

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
[] online notarization, this 9th day of April 2021, by Patrick McGraw, secretary of
Brookside Townhomes Homeowners' Association, Inc. who is personally known to me or who
produced _____ as identification.




NOTARY PUBLIC

Print Name: Kimberley Coffey

Notary Public, State of Florida

Commission Number GG 289875

My Commission Expires: April 25, 2023

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOKSIDE TOWNHOMES

This Declaration (herein referred to as the "Declaration" or "Revived Declaration") is made by the written agreement of a majority of the affected parcel owners in Brookside Townhomes Homeowners' Association, Inc. (a subdivision according to the plat thereof recorded in Plat Book 12, Page 4, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Brookside Townhomes Homeowners' Association, Inc., a Florida Corporation (herein referred to as "Declarant") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 1851, Page 347 in the Public Records of Escambia County, Florida. These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes, the organizing committee consisting of David Bryant, Pat Lysek, and Karen Reardon, does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revived Declaration"). It is hereby declared that, subject to the provisions hereof, all of the property described in Exhibit "A" attached hereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "B" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the Brookside Townhomes Homeowners' Association, Inc. ("Association") are attached as Exhibit "C". The Bylaws for the Association are attached as Exhibit "D". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "E". All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Brookside Townhomes Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vendee under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is the area designated on the plat as roadways, parking lots, and other areas not designated as a lot on the plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. If portions of lots described on the plat are used for a building site, then that building site shall be considered "Lot".

Section 6. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Properties as otherwise authorized herein, together with payments of obligations to reserve accounts.

Section 7. "Stormwater control and environmental protection system" shall include all roads, drainage ways, catch basins, drainage pipe, dispersion boxes, detention ponds, and any other improvements installed to prevent storm water from polluting Carpenter's Creek.

ARTICLE II. RIGHTS OF OWNERS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

(a) the right of the Association to suspend the voting rights of any owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(b) the right of the Association to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as determined by the owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV. COVENANT FOR MAINTENANCE, REPAIR AND IMPROVEMENT ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, for the improvement and maintenance of the Common Area, and for maintenance and preservation of the stormwater control and environmental protection system. The Association shall have the obligation to maintain the common areas, including the stormwater control and environmental control system, and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund such sums as are necessary to make periodic repairs and improvements to the road. The Association shall mow, trim, and otherwise maintain all lawn in the subdivision unless a vote of two-thirds (2/3) of the membership of the Association determines to discontinue the maintenance of lawns in the subdivision. The Association shall maintain and keep in good repair the gate erected on the emergency access way between the property subject to this Declaration and Hillbrook Condominium.

Section 3. Maximum Annual Assessment. The maximum annual assessment for 2020 shall be One Thousand Three Hundred Twenty Dollars (\$1,320.00) per Lot.

(a) The maximum annual assessment may be increased each year not more than \$30.00 above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above the sums set forth above by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes unpaid upon any Common Area, and maintain and preserve the stormwater control and environmental protection system. No limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and maintain and preserve the stormwater control and environmental protection system.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or for the limited purpose of initial construction of vinyl siding and gutters upon privately owned units, including replacement or repair of fixtures and/or personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who vote, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that because of the small amount of monthly payments, or for other good and valid reason, it would be of convenience to the owners to pay on a quarterly, semi-annual, or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within 15 days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding anything to the contrary in this Section, the provisions of Section 720.3085, Florida Statutes, as amended from time to time, are incorporated herein by reference.

Section 10. Limitation on Association. The Association may elect to provide any other services to promote the health, safety, and welfare of the residents of the subdivision. In addition, the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of 75 percent of the owners in the subdivision (as heretofore stated each lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds, WITH THE EXCEPTION OF TENNIS COURTS, SWIMMING POOL, and other like improvements to be erected on the Common Area. If those improvements are made and the Association shall have control thereover, then the cost of maintenance of those activities shall be pro-rated against all owners entitled to use the same and collected as a part of the maintenance assessment envisioned by this Declaration without necessity of approval by the Association or its members.

Section 11. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas, which fund is to be maintained out of regular assessments for common expenses. Collection of funds for this purpose may be deferred for a reasonable time, but for not longer than the completion of the later phases of the development.

Section 12. Working Capital. Intentionally deleted.

Section 13. Right of Entry. The Association, its agents, employees, or representatives, and those with whom the Association contracts to perform maintenance, repairs or improvements upon the project, has a reasonable right of entry upon any unit to make emergency repairs and to do such other work necessary for the maintenance, operation, or improvement of the project within the scope of the Association's rights and responsibilities as set forth elsewhere in these covenants, including, but not limited to, the limited purpose of initial construction of vinyl siding and gutters upon privately owned units.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall or other structures shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will

be deemed to have been fully complied with, but failure to act on the plans will not be grounds for violating any other provision of this instrument.

ARTICLE VI. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost and restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed by the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Inadvertent Mislocation of Party Walls. If it should be discovered that the centerline of a party wall by inadvertence has been placed other than on the lot line of the building site of the owner of a building located in the properties, then the encroaching owner shall have an easement for placement of the building up to the centerline of that party wall over the portion of the property of the abutting owner encroached upon by such mislocation.

ARTICLE VII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration

may be amended by an instrument signed by Owners of not less than 75 percent of the Lots, except that any amendment affecting responsibility for maintenance and preservation of the stormwater control and environmental protection system shall not be effective until approved also by the City Council of the City of Pensacola.

Section 4. No structure of any kind shall be erected, altered, placed, or permitted to remain on any residential building Lot other than a residence designed to accommodate no more than two families, and such building shall not exceed three (3) stories in height.

Section 5. No noxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot which may become a nuisance or annoyance to Owners in the development.

Section 6. Except for birds, fish, or other caged indoor pets, only dogs and cats shall be allowed as a pet of any owner in the subdivision. No owner shall have more than one dog and one cat. No dog exceeding 25 pounds in weight shall be permitted in the subdivision. No fences shall be built to fence in pets and no dog shall be allowed by the owner to roam through the subdivision so as to be an annoyance to other property owners. The intention of this restriction is to exclude ownership of all large dogs by owners in the subdivision, and to protect owners in the subdivision from being frightened or annoyed by dogs of other owners.

Section 7. No trailer, camper trailer, motor home, boat, boat trailer, truck larger than ½ ton truck, or similar equipment shall be stored or parked permanently in view of other residences in said development.

Section 8. No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to remain on any Lot. No outside clotheslines shall be permitted in the subdivision.

Section 9. A committee of the Board of Directors of the Homeowners' Association is granted the right to waive minor violations of these covenants upon written determination by the committee or board that the violation waived is minor and does not adversely affect the value of the lots in the remainder of the development.

Section 10. If any owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Declarant or any person or persons owning any other Lot in this subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages for such violations.

Section 11. These covenants and restrictions are to run with the land and shall be binding on all parties until these restrictions are waived in writing by a majority of the then record owners of Lots in the subdivision. Except as otherwise provided herein, in no event shall any restrictions and covenants be so waived prior to January 1, 2003, except by an instrument signed by the Owners of no less than 90 percent of the Lots.


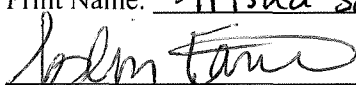
Section 12. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 13. No owner, guest tenant, or other invitee of an owner shall use the roadway over the Common Area of Hillbrook Condominium except for a bona fide emergency arising because the use of Euclid Street is not feasible for affording access at that time. The Association shall take all reasonable steps to prohibit use of Hillbrook Condominium property as an access way except for such emergency purposes.

Section 14. Invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, by written agreement of a majority of the affected parcel owners in Brookside Townhomes, pursuant to Chapter 720, Part III, Florida Statutes, Brookside Townhomes Homeowners' Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. as of this 9th day of April, 2021.

Signed, sealed and delivered in the presence of:

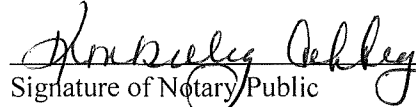

Print Name: Trisha Sanders

Print Name: Justin Fanes

BROOKSIDE TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

By: 
Karen Reardon, its president

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

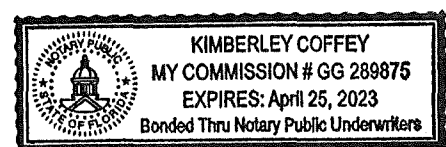
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of April, 2021, by Karen Reardon, President of Brookside Townhomes Homeowners' Association, Inc.


Signature of Notary Public

Personally Known ☒

OR

Produced Identification _____
Type of Identification Produced _____



Trisha Sanders
Print Name: Trisha Sanders

Joelin Fanes
Print Name: Joelin Fanes

BROOKSIDE TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

By: Patrick McGraw
Patrick McGraw, its secretary

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
[] online notarization, this 9th day of April 2021, by Patrick McGraw, Secretary of Brookside
Townhomes Homeowners' Association, Inc..

Kimberley Coffey
Signature of Notary Public

Personally Known ☒

OR

Produced Identification _____
Type of Identification Produced _____

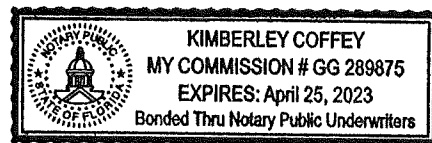


EXHIBIT A

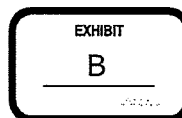
Brookside Townhomes, a subdivision according to plat thereof recorded in Plat Book 12 at Page 4 of the public records of Escambia County, Florida.

IDENTIFICATION OF EACH AFFECTED PARCEL OF PROPERTY BY NAME OF PARCEL OWNER AND LEGAL
DESCRIPTION

**ALL PROPERTY AND OWNER INFORMATION VERIFIED THROUGH THE LAST COMPLETE TAX ASSESSMENT
ROLL OF ESCAMBIA COUNTY, FLORIDA**

All parcels part of Brookside Townhomes, a planned subdivision, according to plat recorded in Plat Book 12 at page 4 of the public records of said county.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT</u>
1. Collen A. Gurene	911 Brookside Place, Pensacola, FL 32503	Lot 1 Block A
2. Christopher Howard	913 Brookside Place, Pensacola, FL 32503	Lot 2 Block A
3. Margaret J. Ward	915 Brookside Place, Pensacola, FL 32503	Lot 3 Block A
4. Stephen McCrory	917 Brookside Place, Pensacola, FL 32503	Lot 4 Block A
5. Wayan Sumadi & Man Li Ping	919 Brookside Place, Pensacola, FL 32503	Lot 5 Block A
6. Lawson Family Trust	921 Brookside Place, Pensacola, FL 32503	Lot 6 Block A
7. Patrick R. Eldridge	923 Brookside Place, Pensacola, FL 32503	Lot 1 Block B
8. La Trechia Davis	925 Brookside Place, Pensacola, FL 32503	Lot 2 Block B
9. Alison C. Sapp	927 Brookside Place, Pensacola, FL 32503	Lot 3 Block B
10. Raeann C. Farkas	929 Brookside Place, Pensacola, FL 32503	Lot 4 Block B
11. Cynthia J. Garriga	931 Brookside Place, Pensacola, FL 32503	Lot 5 Block B
12. Tammy A. Dully	933 Brookside Place, Pensacola, FL 32503	Lot 6 Block B
13. Conrado, Jr. & Cherrie Perez	910 Brookside Place, Pensacola, FL 32503	Lot 1 Block C
14. Russell D. Cuenca	912 Brookside Place, Pensacola, FL 32503	Lot 2 Block C
15. William J. Amspacher	914 Brookside Place, Pensacola, FL 32503	Lot 3 Block C
16. David J. Bryant	916 Brookside Place, Pensacola, FL 32503	Lot 4 Block C
17. Robin L. Bennett	918 Brookside Place, Pensacola, FL 32503	Lot 1 Block D
18. Jean Mari Broutin and Patricia Bond Broutin Family Trust	920 Brookside Place, Pensacola, FL 32503	Lot 2 Block D
19. Orlando, Jr. & Lourdes Gallardo	922 Brookside Place, Pensacola, FL 32503	Lot 3 Block D



20. Larry Graham Conveyed to Edward J. Wells on June 4, 2020	4211 Brookside Drive, Pensacola, FL 32503	Lot 1 Block E
21. N. Faye Dorris Klimuszkowski & Jan David Klimuszkowski	4213 Brookside Drive, Pensacola, FL 32503	Lot 2 Block E
22. Gregg and Audrey McCarthy	4215 Brookside Drive, Pensacola, FL 32503	Lot 3 Block E
23. Sara Beth Glerisch	4217 Brookside Drive, Pensacola, FL 32503	Lot 4 Block E
24. Theodore, III & Tara Spangenberg	4219 Brookside Drive, Pensacola, FL 32503	Lot 5 Block E
25. Shelly & Karen Nightengale	911 Brookside Ct., Pensacola, FL 32503	Lot 1 Block F
26. Frances H. McLean	913 Brookside Ct., Pensacola, FL 32503	Lot 2 Block F
27. Jason E. Clark	915 Brookside Ct., Pensacola, FL 32503	Lot 3 Block F
28. Wayan Sumadi & Man Li Ping	917 Brookside Ct., Pensacola, FL 32503	Lot 4 Block F
29. Laurie Schramm	919 Brookside Ct., Pensacola, FL 32503	Lot 1 Block G
30. Guy P. McGraw	921 Brookside Ct., Pensacola, FL 32503	Lot 2 Block G
31. Ora Lee Lysek Revocable Trust and Patricia Lysek Isler	923 Brookside Ct., Pensacola, FL 32503	Lot 3 Block G
32. Barbara & Jeanne Dunion	4221 Brookside Drive, Pensacola, FL 32503	Lot 1 Block H
33. Faye R. Baldwin	4223 Brookside Drive, Pensacola, FL 32503	Lot 2 Block H
34. Alfred P. Bradley, IV	4225 Brookside Drive, Pensacola, FL 32503	Lot 3 Block H
35. Marion, Jr. & Prescila Elsas	4227 Brookside Drive, Pensacola, FL 32503	Lot 4 Block H
36. Jennifer I. Godwin	4229 Brookside Drive, Pensacola, FL 32503	Lot 5 Block H
37. Liping Fang	4231 Brookside Drive, Pensacola, FL 32503	Lot 6 Block H
38. James R. Davis, Jr.	4233 Brookside Drive, Pensacola, FL 32503	Lot 1 Block I
39. Michael & Paula McGuire	4235 Brookside Drive, Pensacola, FL 32503	Lot 2 Block I
40. Amy Gokey	4237 Brookside Drive, Pensacola, FL 32503	Lot 3 Block I
41. Anne McDowell	4239 Brookside Drive, Pensacola, FL 32503	Lot 4 Block I
42. Gerald & Debra Gray	4241 Brookside Drive, Pensacola, FL 32503	Lot 5 Block I
43. Richard J. Case, Jr.	910 Brookside Ct., Pensacola, FL 32503	Lot 1 Block J
44. Thomas J. Re	912 Brookside Ct., Pensacola, FL 32503	Lot 2 Block J
45. Marie Mayeur	914 Brookside Ct., Pensacola, FL 32503	Lot 3 Block J
46. Dawn E. Tucker	916 Brookside Ct., Pensacola, FL 32503	Lot 4 Block J
47. Dale Boswell	918 Brookside Ct., Pensacola, FL 32503	Lot 5 Block J

48. James Massey	920 Brookside Ct., Pensacola, FL 32503	Lot 6 Block J
49. Katrina M. Shultz	922 Brookside Ct., Pensacola, FL 32503	Lot 7 Block J
50. Barrett C. Hall	4243 Brookside Drive, Pensacola, FL 32503	Lot 1 Block L
51. Ann Marie Ball	4245 Brookside Drive, Pensacola, FL 32503	Lot 2 Block L
52. Stacy O. Brown, Jr.	4247 Brookside Drive, Pensacola, FL 32503	Lot 3 Block L
53. Carrie E. Smith	4249 Brookside Drive, Pensacola, FL 32503	Lot 4 Block L
54. Ursula M. Cartright	4251 Brookside Drive, Pensacola, FL 32503	Lot 1 Block N
55. Karen T. Reardon	4253 Brookside Drive, Pensacola, FL 32503	Lot 2 Block N
56. Raina C. Melville	4255 Brookside Drive, Pensacola, FL 32503	Lot 3 Block N
57. Elizabeth W. Simpson	4257 Brookside Drive, Pensacola, FL 32503	Lot 4 Block N
58. Susan & Millard Jackson	4259 Brookside Drive, Pensacola, FL 32503	Lot 5 Block N
Conveyed to Douglas W. Davis on August 12, 2020		
59. Christina M. Gallina	4261 Brookside Drive, Pensacola, FL 32503	Lot 1 Block O
60. Katherine H. Marsh	4263 Brookside Drive, Pensacola, FL 32503	Lot 2 Block O
Conveyed to Morgan Gates on July 17, 2020		
61. Olga Radova	4265 Brookside Drive, Pensacola, FL 32503	Lot 3 Block O
62. Johnnie Zimmerman	4267 Brookside Drive, Pensacola, FL 32503	Lot 4 Block O
63. Elizabeth J. Van Brussel	4269 Brookside Drive, Pensacola, FL 32503	Lot 5 Block O
64. Garth Kleckner	4258 Brookside Drive, Pensacola, FL 32503	Lot 1 Block P
65. Margaret Lee Haines	4260 Brookside Drive, Pensacola, FL 32503	Lot 2 Block P
66. Janet L. Jenkins	4262 Brookside Drive, Pensacola, FL 32503	Lot 3 Block P
67. Kelly J. Walton	4264 Brookside Drive, Pensacola, FL 32503	Lot 4 Block P
68. Joanna Adams	4266 Brookside Drive, Pensacola, FL 32503	Lot 5 Block P
69. Estate of Patricia A. Civelli	4268 Brookside Drive, Pensacola, FL 32503	Lot 6 Block P
70. Adams Living Revocable Trust	4270 Brookside Drive, Pensacola, FL 32503	Lot 7 Block P
71. Kathleen Sue Moran	4272 Brookside Drive, Pensacola, FL 32503	Lot 8 Block P
72. Frances S. Griffin	4271 Brookside Drive, Pensacola, FL 32503	Lot 1 Block Q
73. Catherine Alford	4273 Brookside Drive, Pensacola, FL 32503	Lot 2 Block Q
74. Jessica Johnson	4275 Brookside Drive, Pensacola, FL 32503	Lot 3 Block Q
75. John & Nancy Hodge	4277 Brookside Drive, Pensacola, FL 32503	Lot 4 Block Q
76. Dawn & Christopher Hawthorne	4279 Brookside Drive, Pensacola, FL 32503	Lot 5 Block Q

77. Regina G. McCartney	4281 Brookside Drive, Pensacola, FL 32503	Lot 6 Block Q
78. Adriana Tartaglia	4283 Brookside Drive, Pensacola, FL 32503	Lot 7 Block Q
Conveyed to Ricky May and Kayla Thompson on June 1, 2020		
79. Adriana Tartaglia	4283 Brookside Drive, Pensacola, FL 32503	Lot 8 Block Q
Conveyed to Ricky May and Kayla Thompson on June 1, 2020		
80. Jerry & Maria Lenox	4274 Brookside Drive, Pensacola, FL 32503	Lot 1 Block R
81. Nix Properties, LLC	4276 Brookside Drive, Pensacola, FL 32503	Lot 2 Block R
82. Ezequiel Santos Gomez	4278 Brookside Drive, Pensacola, FL 32503	Lot 3 Block R
83. Richard H. Yaste	4280 Brookside Drive, Pensacola, FL 32503	Lot 4 Block R
84. Murray, Jr. & Sandra Whitaker	4282 Brookside Drive, Pensacola, FL 32503	Lot 5 Block R
85. Sonia S. Miller	4284 Brookside Drive, Pensacola, FL 32503	Lot 6 Block R
86. Jewell Roxana Brayton	4286 Brookside Drive, Pensacola, FL 32503	Lot 7 Block R
87. T & B Spangenberg Trust	4288 Brookside Drive, Pensacola, FL 32503	Lot 8 Block R

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of BROOKSIDE TOWNHOMES HOMEOWNERS'
ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on October 5, 1983.

The charter number for this corporation is 770598.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of October, 1983.



WP-104 CER-101

George Firestone
Secretary of State

EXHIBIT
C

ARTICLES OF INCORPORATION

OF

BROOKSIDE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a nonstock corporation not for profit under the laws of the State of Florida.

ARTICLE I. NAME.

The name of the corporation is BROOKSIDE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II. PURPOSE AND POWERS.

The Association is not organized for pecuniary gain or profit to the members thereof, and it shall be prohibited from any distribution of income to its members, directors, and officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots within that certain tract of property described as:

Brookside Townhomes, Inc., a subdivision according to a plat to be recorded in the Public Records of Escambia County, Florida.

and promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to (but only as the following may from time to time be permissible for corporations not for profit under the laws of Florida):

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the Office of Joe A. Flowers, Comptroller, Escambia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility agreeing to hold and maintain the same for such purposes. The Association may grant easements over the common area to private parties,

but no such easement shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such grants of easement.

(f) participate in mergers and consolidations with the nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; unless the Declaration provides for such merger, consolidation or annexation;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III. MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. VOTING RIGHTS.

The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,
- (b) three (3) years after conveyance of the first unit by Declarant.

ARTICLE V. BOARD OF DIRECTORS.

The affairs of this Association shall be managed by a Board of at least three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association but may not exceed nine (9) nor be less than three (3). The names and residence addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Thomas C. Jenkins
2620 W. Michigan Avenue
Pensacola, Florida 32505

Jean T. Jenkins
2620 W. Michigan Avenue
Pensacola, Florida 32505

Rollin D. Davis, Jr.
4840 Andrade Street
Pensacola, Florida 32504

At the first annual meeting the members shall elect three directors and at each succeeding annual meeting, or at a special meeting called for the purpose of electing directors, the members shall elect the number of Directors which may from time to time be designated by the By-Laws.

ARTICLE VI. DISSOLUTION.

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VII. DURATION.

The corporation shall exist perpetually.

ARTICLE VIII. AMENDMENTS.

Amendments to these Articles shall require the assent of 75 percent (75%) of the entire membership. Amendments may be proposed by any member at any annual meeting or special meeting called for that purpose, and adopted by the members in person or by proxy at that or any subsequent meeting by the percentage of members set forth above. The By-Laws of the corporation shall be made, altered, or rescinded, at a regular or special meeting of the members, by a vote of a majority of the members present in person or by proxy. The By-Laws may restrict the number of proxies to be voted by any person.

ARTICLE IX. OFFICERS.

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, and Treasurer. They shall be elected at the first meeting of the Board of Directors following each annual meeting of the members. The President and Vice-President shall be Directors. Until the first election of officers, Thomas C. Jenkins shall serve as President of the corporation, and Jean T. Jenkins, shall serve as Vice-President, Secretary, and Treasurer of the corporation.

ARTICLE X. SUBSCRIBERS.

The subscribers to these Articles of Incorporation and their residence addresses are those persons listed in Article V as the persons to act as initial directors of the corporation.

ARTICLE XI. INITIAL RESIDENT AGENT AND OFFICE.

Rollin D. Davis, Jr., whose office address is 226 South Palafox Street, 7th Floor, Pensacola, Florida 32501, is hereby appointed as the initial Resident Agent of the corporation, and the office of the corporation shall be at that address until another is properly designated pursuant to the then applicable law.

IN WITNESS WHEREOF the subscribers have executed this instrument
this 27th day of May, 1983.

Thomas C. Jenkins
THOMAS C. JENKINS

Jean T. Jenkins
JEAN T. JENKINS

Rollin D. Davis, Jr.
ROLLIN D. DAVIS, JR.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
3rd day of October, 1983, by THOMAS C. JENKINS.

Virginia B. Spence
NOTARY PUBLIC
My commission expires: 11-2-84

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
27th day of May, 1983, by JEAN T. JENKINS.

Shirley G. Lewis
NOTARY PUBLIC
My commission expires: 10/24/83

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
3rd day of October, 1983, by ROLLIN D. DAVIS, JR.

Virginia B. Spence
NOTARY PUBLIC
My commission expires: 11-2-84

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation for **BROOKSIDE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation, filed on December 16, 1983, as shown by the records of this office.

The charter number of this corporation is 770598.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of December, 1983.



CER-101

George Firestone
Secretary of State

CERTIFICATE OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
BROOKSIDE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Brookside Townhomes Homeowners' Association, Inc.,
a Florida corporation not for profit, files this certificate
evidencing a duly authorized amendment to its Articles of
Incorporation, certifying that on December 7, 1983, at a
special meeting duly called for that purpose, all of the
members of the corporation being present and voting unanimously,
did adopt the following amendments:

1. There is added to Article IV, Class B the following:

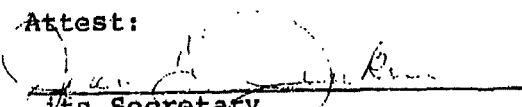
(c) four months after 75 percent of the units in
the project have been conveyed to unit purchasers.

2. Article VIII is amended by adding thereto the
following sentence: No such amendment to these Articles or
the by-laws of the corporation shall be made, altered,
or rescinded, while there is a Class B membership, without
express approval of the Veteran's Administration.

IN WITNESS WHEREOF, said corporation not for profit
has caused this certificate to be signed in its name by its
President this 7th day of December, 1983.

BROOKSIDE TOWNHOMES HOMEOWNERS'
ASSOCIATION, INC., a Florida
corporation not for profit

Attest:


its Secretary

By 
its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The above Certificate of Amendment was acknowledged before me this 7th day of December, 1983, by Thomas C. Jenkins and Jean T. Jenkins, as President and Secretary, respectively, of Brookside Townhomes Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of that corporation.

Paul J. Crooke
NOTARY PUBLIC
My Commission Expires: 1/26/86



BY-LAWS

OF

BROOKSIDE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION.

The name of the corporation is BROOKSIDE TOWNHOMES OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Pensacola, Florida, but meetings of members and directors shall be held at any place within Escambia County, Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS.

Section 1. "Association" shall mean and refer to Brookside Townhomes Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall refer to and all property owned or acquired by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any residential building site in the subdivision. Where a party wall is involved, the Lot shall be bounded by the centerline of said party wall.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Brookside Townhomes, Inc., a Florida corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of Joe A. Flowers, Comptroller of Escambia County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Stormwater Control and Environmental Protection System" shall include all roads, drainage ways, catch basins, drainage pipe, dispersion boxes, detention ponds, and any other improvements installed to prevent storm water from polluting Carpenter's Creek.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in approximately the same week of the same month of each year thereafter at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No person shall hold more than three (3) proxies.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a board of no less than three (3) and no more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect no less than three (3) directors and no more than nine (9) directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS.

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members

of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is no business to come before it.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, security personnel, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at an special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) pay all taxes imposed upon the common Area;

(g) cause the Common Area to be maintained;

(h) provide for payment of all sums necessary to maintain and preserve the stormwater control and environmental protection system.

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation

shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES.

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of

Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words: Brookside Townhomes Homeowners' Association, Inc., Florida, 1983, Corporation Not for Profit.

ARTICLE XIII. AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, but no amendment affecting responsibility of the Board of Directors to provide for payment of sums necessary to preserve and maintain the stormwater control and environmental protection system shall be effective until it is approved by the City Council of the City of Pensacola, and no amendment shall be made without approval of the Veterans Administration while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS.

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The Association shall make available to unit owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws, and other rules concerning the project and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

Section 3. Upon written request to Association, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4. Unless a mortgage or any interest therein on a unit is sold to the Federal National Mortgage Association, the Association shall be required to carry casualty and liability insurance and fidelity bond coverage only if it is determined by the Board of Directors that such coverage is reasonably prudent under the then existing circumstances. Unless waived by Federal National Mortgage Association, in the event a mortgage or any interest therein is sold to Federal National Mortgage Association, Association shall maintain in effect such casualty and liability insurance and fidelity bond coverage as is then specified in Section 803.07 of the FNMA Conventional Home Mortgage Selling Contract Supplement and the FNMA Lending Guide, Chapter 3, Part 5, Insurance Requirements, or such subsequent provisions promulgated by FNMA setting forth requirements for its purchase of mortgages.

IN WITNESS WHEREOF, we, being all of the directors of Brookside Townhomes Homeowners' Association, Inc., have hereunto set our hands this 25th day of October, 1983.

Thomas C. Jenkins
THOMAS C. JENKINS

Jean T. Jenkins
JEAN T. JENKINS

Rollin D. Davis, Jr.
ROLLIN D. DAVIS, JR.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Brookside Townhomes Homeowners' Association, Inc., a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 25th day of October, 19 83.

Jean T. Jenkins
SECRETARY

258293

RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBAGO COUNTY, FLA.

DEC 21 2 27 PM '83

RECORDED
IN THE PUBLIC RECORDS OF
ESCAMBAGO COUNTY, FLA.

PB 12 PG 4

PREPARED BY:

I PAULINE. JOHNS, CITY CLERK OF THE CITY OF TENGACOLA
FLORIDA, HEREBY CERTIFY THAT THE WITHIN BEING FORWARDED
TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD
ON THE 22 DAY OF FEBRUARY WAS APPROVED BY SAID COUNCIL

Charles J. Jones
CITY CLERK, PANAMA, FLORIDA

THAT PARTION OF SECTION 94, TOWNSHIP 1 SOUTH, RANGE 20 WEST, COCONA COUNTY, FLORIDA,
DESCRIBED AND FOLLOWED COMMENCE AT AN POINT ON THE NORTHWEST CORNER OF LOT 24,
FIRELAKES SUBDIVISION, ACCORDING TO THE PLAT FILED IN PLAT BOOK 23, PAGE 64 OF THE
PUBLIC RECORDS OF SAID COUNTY; THENCE EASTELY ALONG THE NORTH LINE OF FIRELAKES
SUBDIVISION A DISTANCE OF 480.00 FEET TO A CONGRUATE MONUMENT; THENCE CONTINUE
EASTENLY A DISTANCE OF 260.00 FEET, HEREIN LEGS, TO THE WATERS EDGE OF CARPENTERS CREEK
AND THEREUPON DOWNSTREAM NORTHERLY SAYS, BEARING S 70° E, DISTANCE 100.00 FEET TO
MONUMENT, THENCE - - - - - NORTHELY ALONG THE NORTH LINE OF FIRELAKES SUBDIVISION
A DISTANCE OF 480.00 FEET. - - - - - THENCE NORTHEASTLY AT RIGHT ANGLES FOR A

[illegible]

"BROOKSIDE TOWNHOMES, INC., A FLORIDA CORPORATION, THE OWNER OF THE LAND DESCRIBED HEREIN, BY FILING THIS PLAN OF RECORD DOES NOT INTEND TO DEDICATE OR TO PUBLIC USE THE TRACTS OF LAND HEREIN AND DOES NOT WARRANT THAT ANY PERSON WHO HAS BEEN CONVICTED OF DOMESTIC VIOLENCE AGAINST AN INDIVIDUAL'S ASSOCIATION, INC., FOR USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THIS SUBDIVISION AND PUBLIC UTILITIES SERVING UTILITIES TO THE SUBDIVISION.

WITNESS Leri S. Ward BY Thomas C. Spence
ITS NAME

THE FORECLOSURE INSTRUMENT WAS FORWARDED TO ME THIS 17th DAY OF OCTOBER, 1980,
BY THOMAS C. JENNINGS, AS PRESIDENT OF BRIDGESIDE TOWNHOMES, INC., A CORPORATION, ON BEHALF
OF THE CORPORATION.

Jay E. McDaniel
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/21/1983

I, JOE A. FLOWERS, COMPTROLLER OF ESCAMBA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 71.01 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE) AND THE SAME WAS FILED FOR RECORD ON THE 18th DAY OF October, 1980, AND WAS FILED IN PLAT BOOK 12 AT PAGE 4 OF THE PUBLIC RECORDS OF SAID COUNTY.

One & Florio
COUNTY CONTROLLER
ESCAMBA COUNTY, FLORIDA

THE UNPUBLISHED REPERTY CERTIFIES THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS REQUIRED BY THE PLAN, ACT CHAPTER 10399 OF THE 1971 ACTS OF THE FLORIDA LEGISLATURE, THAT THE SIGN "H" MEANS DEGREES, THAT THE SIGN "C" MEANS PERCENT OF MINUTES, THAT THE SIGN "A" MEANS ACRES, THAT ALL DIRECTIONS SHOWN ARE TRUE, THAT THE DIRECTIONS ARE EITHER TRUE, OR PERPENDICULAR, OR PARALLEL, OR RADIAL TO STREET RIGHTS-OF-WAY UNLESS NOTED OTHERWISE. SIGNED ON THIS 12TH DAY OF MAY 1970.

W. R. WOOD
REGISTERED FLORIDA JURYMAN NO. 2729

1. DETERMINE PRINCIPAL CONCRETE MONUMENT
2. DETERMINE CONCRETE MONUMENT #2129
ALL CURB CORNERS AT STREET INTERSECTIONS HAVE 15" RADIUS
UNLESS OTHERWISE SHOWN
3. DETERMINE PERMANENT CONTROL POINT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS THAT THE
WEST FLORIDA BANK, HOLDER, OF A CERTAIN
MORTGAGE ON THE HEREIN DESCRIBED LAND, DO HEREBY
CONSENT TO AND JOIN IN THE ABOVE DEDICATION,
IN WITNESS WHEREOF THEY HAVE HEREUNTO SET
THEIR HAND AND SEAL THIS 16th DAY
of October, 1900.

Barry A. Hughes
WITNESS
James L. Lowe
Mont. Florida Bldg.
Re P. 21. Master,

三

ACKNOWLEDGMENT FOR MORTGAGE APPROVAL

TIFY THAT ON THIS DAY BEFORE HE PERSONALLY APPEARED R.H. WORTS
 OF THE PERSONS WHO EVICTED THE HOUSAGEE APPEARAL HEREIN AND
 THIS TO BE THEIR FREE ACT AND DEED. WITNESS MY HAND AND SEAL THIS
 28 OCTOBER 1968
 IN WITNESS WHEREOF I HAVE HEREIN SET MY HAND AND SEAL
 NOTARY PUBLIC, STATE OF FLORIDA

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

March 19, 2021



Suzanne Blankenship, Esq.
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, Florida 32502-5612

**Re: Brookside Townhomes Homeowners' Association, Inc.; Approval;
Determination Number: 21040**

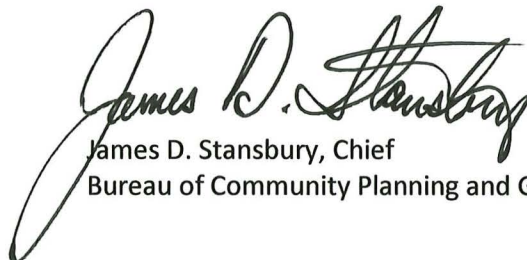
Dear Ms. Blankenship:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Brookside Townhomes Homeowners' Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,


James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.