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REPLY TO: STEPHEN R. MOORHEAD
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April 16, 2001

Secretary of State
Corporate Division
409 E. Gaines Street
Tallahassee, FL 32399

RE: Brookside Hills Homeowners' Association, Inc.
Our File No.: SRM-99-8105

Gentlemen:

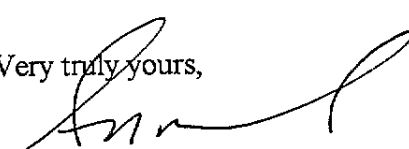
Enclosed are the original and one copy of Articles of Incorporation for the above-named corporation. Also enclosed is a check in the amount of \$122.50 representing the following fees:

Filing fee	\$ 35.00
Certified fee	52.50
Registered agent fee	<u>35.00</u>
TOTAL	<u>\$122.50</u>

Please file the original of the enclosed Articles of Incorporation and return a certified copy to the undersigned.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance.

Very truly yours,


Stephen R. Moorhead

SRM/dcp
Enclosures
cc: Mr. Alex Davis
Corporations\BrooksideHills\secystate.articles

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01 APR 18 PM 3:33
SECRETARY OF STATE
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**ARTICLES OF INCORPORATION OF
BROOKSIDE HILLS HOMEOWNERS' ASSOCIATION, INC.**

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not for profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be BROOKSIDE HILLS HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Brookside Hills recorded in Official Records Book 4592, Page 800, of the public records of Escambia County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. Supplementary terms:

"Director" shall mean and refer to those persons elected to the Association's Board of Directors pursuant to Article VI herein.

"Officer" shall mean and refer to those persons elected by the Board pursuant to Article VII herein.

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

"Property" shall mean and refer to the real property described on the subdivision plat for Brookside Hills recorded in Plat Book 16, Pages 89 and 89A of the public records of Escambia County, Florida.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed with the Department of State of the State of Florida.

ARTICLE V

PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to the compensation of Directors, Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Association is formed, and the powers that may be exercised by the Board of Directors of the Association, are:

- (a) To own, operate, maintain, preserve or replace, and to provide architectural control over the Property including the Common Area located on that certain parcel of real property situate in Escambia County, Florida, known as Brookside Hills Subdivision, and described on the subdivision plat for Brentwood recorded in Plat Book 16, Pages 89 and 89A of the public records of Escambia County, Florida, and to those properties that may be annexed to the Property from time to time pursuant to the Declaration; and
- (b) To acquire by gift, purchase, or otherwise, and to own, build, improve, operate, repair, maintain and replace, lease, transfer, and otherwise dispose of, real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Association; and
- (c) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without the consent of a majority of the Members to such dedication, sale or transfer, in writing or by vote at a duly called meeting of the Association, or without the prior written consent of Declarant so long as Declarant owns at least one (1) Lot; and
- (d) To establish, levy, collect, and enforce payment of, all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Association, and to use the proceeds thereof in the exercise of its powers and duties; and

(e) To pay all expenses in connection with and incident to the conduct of the business and affairs of the Association; and

(f) To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and

(g) To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

(h) To exercise such powers which are now or may hereafter be conferred by law upon an association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred; and

(i) To grant easements on or through the Common Area or any portion thereof; and

(j) To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration, as the same may be amended from time to time; and

(k) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

(l) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided to Owners, including, but not limited to, trash removal and other utilities or services; and

(m) To purchase insurance upon the Property or any part thereof and insurance for the protection of the Association, its Officers, its Directors and the Owners; and

(n) To approve or disapprove the leasing, transfer, ownership, or possession of any Lot, as may be provided by the Declaration; and

(o) To employ personnel to perform the services required for the proper operation of the Association.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable law and any amendments thereto.

ARTICLE VI

BOARD OF DIRECTORS

A. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be less than three (3) Directors. Directors need not be Members of the Association.

B. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Owners only when such approval is specifically required.

C. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. TERM OF INITIAL DIRECTORS. The Declarant shall appoint the members of the first Board of Directors and their replacements, who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the initial Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Thomas H. Davis, Jr. - Class 1 (initial one-year term)

Bob Price, Jr. - Class 2 (initial two-year term)

Kevin Ward - Class 3 (initial three-year term)

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for the filling of vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President
Vice President
Secretary and Treasurer

Thomas H. Davis, Jr.
Kevin Ward
Bob Price, Jr.

ARTICLE VIII

MEMBERSHIP

A. **MEMBERSHIP RIGHTS.** Every person or entity who is a record title owner of any Lot shall be a Member of the Association. Any person or entity who holds an interest in any Lot merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association is appurtenant to a Lot and cannot be conveyed other than by conveyance of fee simple title to the Lot.

B. **INFORMAL ACTION BY MEMBERS.** Any action that may be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action, shall be signed by the holders of not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and filed with the Secretary of the corporation. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing to such action taken. The notice must fairly summarize the material features of the authorized action.

ARTICLE IX

AMENDMENT

Amendments to these Articles shall be made in the following manner:

A. **PROPOSAL.** Notice of the subject matter for a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. **ADOPTION.** The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than one third (1/3) of the Members. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that the approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the votes of all the Members represented at a meeting at which a quorum of Members is present.

C. **LIMITATION.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval in writing of all Members and the joinder of all record owners

of mortgages on Lots. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes that would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, or an affiliate of Declarant, unless Declarant shall join in the execution of the amendment. No amendment to this Paragraph C of Article IX shall be effective.

D. DECLARANT'S AMENDMENT. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by the Declarant.

E. RECORDING. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Santa Rosa County, Florida.

ARTICLE X

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XI

INCORPORATOR

The name and address of the incorporator of the Association is: Thomas Davis, Jr., 1228 Wakefield Lane, Pensacola, FL 32514.

ARTICLE XII

INDEMNIFICATION

A. INDEMNITY. The Association shall indemnify any person who is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct

was unlawful, and (b) such court further specifically determines that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. EXPENSES. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph A, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the affected Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XII.

D. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.

E. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. AMENDMENT. Notwithstanding anything herein to the contrary, the provisions of this Article XII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIII

ANNEXATION

Annexation of additional properties, mergers, and consolidations, dissolution and amendment of the Articles, requires prior approval of HUD/VA as long as there is a Class B membership.

ARTICLE XIV

DISSOLUTION

Unless the Board of Directors determines that because of a conflict of interest or other substantial reason it should not make any recommendation, the Board of Directors must adopt a resolution recommending that the Association be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of Members entitled to vote thereon, which may be either an annual or special meeting. Written notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation must be given to each Member (as of thirty (30) days prior to the date of mailing such notice) entitled to vote at such meeting. This notice shall be sent at least ten (10) days and not more than sixty (60) days before the date named for the meeting to each Member by United States mail, or by telegram, charges prepaid, to his address appearing on the books of the Association. A resolution to dissolve the corporation shall be adopted upon receiving 80% of the votes which Members present at such meeting or represented by proxy are entitled to cast. At any time after dissolution is authorized, the corporation may dissolve by delivering to the Department of State articles of dissolution for filing.

ARTICLE XV

INITIAL REGISTERED OFFICE AND AGENT AND CORPORATE OFFICE

The street address of the initial registered office of the Association is:

4300 Bayou Blvd., Suite 13
Pensacola, FL 32503

and the name of the initial registered agent of the Association at said address is:

Stephen R. Moorhead.

The address of the principal corporate office of the Association is:

1228 Wakefield Lane, Pensacola, FL 32514.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 28th day of February, 2001.

Thomas H. Davis, Jr.
Thomas H. Davis, Jr., Incorporator

STATE OF FLORIDA
COUNTY OF SANTA ROSA



The foregoing instrument was acknowledged before me this 28th day of February 2001, by Thomas H. Davis, Jr.


Martha S. Melvin
NOTARY PUBLIC Martha S. Melvin

x Personally Known
OR
Produced Identification
Type of Identification Produced _____

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I, Stephen R. Moorhead, hereby accept the appointment as registered agent for BROOKSIDE HILLS HOMEOWNERS' ASSOCIATION, INC. as set forth in its articles of incorporation being filed simultaneously herewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 12 day ^{Apr} of February, 2001.


STEPHEN R. MOORHEAD

Brookside Hills\Articles

FILED
01 APR 18 PM 3:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA