

N15000005055

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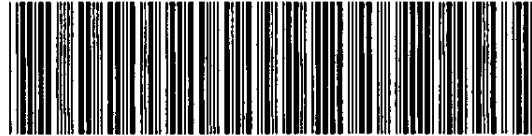
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U.S. DEPARTMENT OF JUSTICE

SEP 17 2015

C. CARROTHER



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 9, 2015

CURTIS R MOSLEY  
MOSLEY & WALLIS PA  
1221 EAST NEW HAVEN AVE  
MELBOURNE, FL 32901

SUBJECT: PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC.  
Ref. Number: N15000005055

We have received your document for PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC. and check(s) totaling \$25.00. However, your check(s) and document are being returned for the following:

The fee to file articles of amendment is \$35. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Cathy A Carrothers  
Regulatory Specialist

Letter Number: 415A00019026

LAW OFFICES OF  
**MOSLEY & WALLIS, P.A.**

1221 EAST NEW HAVEN AVENUE  
MELBOURNE, FLORIDA 32901

CURTIS R. MOSLEY  
MICHAEL M.M. WALLIS (1956-2000)

AREA CODE 321  
TELEPHONE 984-3842  
TELECOPIER 768-1671

August 25, 2015

**Via Federal Express**

Florida Department of State  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Parkside of Brevard Homeowners Association, Inc.

Gentlemen:

Enclosed please find the Amended and Restated Articles of Incorporation for Parkside of Brevard Homeowners Association, Inc. to be filed with the State. Also enclosed is our trust account check in the amount of \$25.00 payable to the Florida Department of State of the filing fee.

If you need anything further, please let me know. Thank you for your assistance and co-operation in this matter.

Sincerely,



Curtis R. Mosley

CRM/kv  
Enclosure(s)

*Amended & Restated*  
**ARTICLES OF INCORPORATION**

**OF**

**PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC.**

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as amended, and certify as follows:

**ARTICLE I**

**NAME AND ADDRESS**

The name of the corporation shall be PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, 509 Camillia Drive, Melbourne, FL 32901, or at such other place as the Board of Directors may designate at some future time.

**ARTICLE II**

**PURPOSE**

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety, and welfare of the residents within PARKSIDE SUBDIVISION, more particularly described per the recorded Plat recorded in the Public Records of Brevard County, Florida and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article VIII herein, hereafter referred to as "The Properties".

2.2 The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members and the Association shall make no distributions of income to its members, directors or officers.

2.3 Surface water or Stormwater Management System means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, or use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

2.4 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water shortage, conveyance or other surface water or stormwater management capabilities as permitted. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the applicable governmental agency.

**ARTICLE III**

**POWERS**

Properties, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, and in particular for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, repair and replacement of exterior walls, security lighting, street lighting, landscaping, and all improvements on the Common Property .
- c. Doing any other thing necessary or desirable, in the judgment of the Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the subdivision;
- d. Repayment of funds and interest thereon, borrowed by the Association.
- e. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- f. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- g. Maintain comprehensive general liability insurance coverage covering all of the Common Properties as defined in the Declaration of Covenants, Conditions and Restrictions of PARKSIDE SUBDIVISION for the plat recorded in the Public Records of Brevard County, Florida as it may be amended in the future. Coverage limits shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of person in connection with the operation, maintenance or use of the common properties and legal liability arising out of lawsuits or related to employment contracts of the association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage on any lot. In addition the Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its Officers and Directors against liability resulting from the errors and/or omissions of the Officers and/or Directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period. The comprehensive general liability insurance coverage shall name the Officers and Directors of the Association as insureds.

## **ARTICLE IV**

### **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 this Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgagee or third person.

## **ARTICLE V**

### **VOTING RIGHTS**

Each owner of a lot shall be entitled to one vote for each lot owned in PARKSIDE SUBDIVISION. The Developer shall exercise total control of the Association until the Developer transfers control of the Association to lot owners other than the Developer which shall be the earlier of three (3) months after ninety (90%) percent of the lots have been conveyed to owners by the Developer or five (5) years from the date of the closing of the first sale of a lot to a third party, whichever occurs first.

## **ARTICLE VI**

### **DIRECTORS**

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors as specified in the By-Laws.

6.2 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Michael F. Cobb	509 Camillia Drive Melbourne, FL 32901
Frances M. Cobb	509 Camillia Drive Melbourne, FL 32901
Richard W. Cobb	622 Mellowood Avenue Orlando, FL 32825

## **ARTICLE VII**

### **OFFICERS**

The affairs of the Association shall be administered by the officers as designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are elected shall be as follows:

## **ARTICLE VIII**

### **ADDITIONS TO PROPERTIES AND MEMBERSHIP**

Additions to the Properties described in Article II may be made only in accordance with the provisions of the covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions are approved by this corporation, such approval must have the assent of a majority of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

## **ARTICLE IX**

### **INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified, held harmless and defended by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The policy shall contain an Extended Reporting Period Endorsement (A Tail for a two (2) year period. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The intent of this indemnification is to afford protection to the Directors and Officers of the Association to the maximum extent allowed by law. The approval of seventy-five (75%) percent of the Board of Directors and seventy-five (75%) percent of the owners of lots in the subdivision shall be required to amend this article.

## **ARTICLE X**

### **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

## **ARTICLE XI**

### **AMENDMENTS**

Amendments to the Articles of incorporation shall be proposed and adopted in the following manner:





**CERTIFICATE OF REGISTERED AGENT**

PURSUANT to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act: PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, in Melbourne, County of Brevard, State of Florida, has named CURTIS R. MOSLEY, located at 1221 E. New Haven Avenue, Melbourne, Florida 32901, as its agent to accept service of process for the above-stated corporation, at the place designated in this certificate. I hereby am familiar and accept the duties and responsibilities as registered agent for PARKSIDE OF BREVARD HOMEOWNERS ASSOCIATION, INC., and agree to comply with the provisions of said act relative to keeping open said office.



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CURTIS R. MOSLEY  
Registered Agent