

This document prepared by:  
Suzanne Blankenship, Esquire  
30 S. Spring Street  
Pensacola, FL 32502  
(850) 433-6581  
Our File No. 14465-149796

**CERTIFICATE OF RECORDING**


**DECLARATION OF VICTORIA STATION**

We, Sharon Dowdell, president of Victoria Station Homeowners Association, Inc. and Elizabeth Crowe, secretary of Victoria Station 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 Victoria Station (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 29<sup>th</sup> day of September 2020.

Victoria Station Homeowners Association, Inc.  
a Florida Not-for-Profit Corporation

By:   
Sharon Dowdell, Its President

ATTEST:

Elizabeth Crowe  
Elizabeth Crowe, Its Secretary

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29<sup>th</sup> day of September, 2020 by Sharon Dowdell, president of Victoria Station Homeowners Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

Lindsay B.  
NOTARY PUBLIC  
Print Name: Lindsay Boulter  
Notary Public, State of Florida  
Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
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The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 29<sup>th</sup> day of September, 2020, by Elizabeth Crowe, secretary of Victoria Station Homeowners Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VICTORIA STATION

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 Victoria Station (a residential subdivision according to the plat thereof recorded in Plat Book 12, Page 92, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

K.C. Construction, 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 2138, Page 270 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 Michael Hughes, Sharon Dowdell, and Kathy Meehling, 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 Victoria Station 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 Victoria Station 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 all of the area on the plat described in Exhibit A not designated as a lot.

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. A "Lot" for building purposes may be portions of two lots as designated on the recorded subdivision plat.

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 or obligations to reserve accounts.

## **ARTICLE II: RIGHT 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 sixty (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 a 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 ASSESSMENTS**

Section 1. Creation of 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 to 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, and for the improvement and maintenance of the Common Area. The Association shall have the obligation to maintain all common areas, such portions of lots and improvements thereto as may be determined by the Association, the entrance way including the Spanish Trail Right-of-Way abutting the entrance, and the holding pond on Parcel A, 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 and holding pond. It is intended that the "Greenbelt Area" shown on the plat remain in an uncultivated status so as to be a buffer between surrounding properties not a part of this development or brought within this development. Association shall prohibit the cutting of trees in the "Greenbelt Areas" without the express written consent of the Architectural Control Committee.

Section 3. Maximum Annual Assessment. The maximum annual assessment for 2020 shall be \$300.00 per Lot.

- (a) The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above fifteen percent (15%) 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 no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in the whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the road and holding pond, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting 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 ten (10) days nor more than sixty (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 the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (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 a convenience to the Owners to pay on a quarterly, semiannual, or annual basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the 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 Assessments: Remedies of the Association. Any assessment not paid within fifteen (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 sixty-seven percent (67%) 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.

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.

Section 12. Right of Entry. The Association has a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary to the proper maintenance and operation of the project.

#### **ARTICLE V: ARCHITECTURAL CONTROL**

No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and locations of the building and the landscaping shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to the surrounding structures and topography, and compliance with the intent of these restrictions. In the event that the Architectural Control Committee, or a member designated by it, fails to approve or disapprove such plans and specifications within 30 days after plans and specifications have been submitted to it, approval will not be required, and this article shall be deemed to have been fully complied with. Without limitation, the plan submitted to the Architectural Control Committee shall show the elevation and other matters above set forth of the front, rear, and both side walls of the structure, including location of windows. No tree or large bush shall be planted or cut down without prior approval of the Architectural Control Committee. The Architectural

Control Committee consisted of K.C. Hembree and Virginia C. Hembree, until 76% of the lots in the subdivision were transferred, and at that time three persons who were owners of lots in the subdivision were appointed to serve with K.C. Hembree and Virginia C. Hembree.

It is contemplated that some buildings in the subdivision will be placed on or near the lot line of the lot upon which the building is constructed. Declarant reserved an easement over the abutting lot in favor of any owner who places his building within five (5) feet of the lot line, which easement shall be five (5) feet in width running parallel to the wall of the house, and which easement shall be solely for purpose of maintenance of the building of the owner and for overhang of roofs and eaves. However, it is contemplated that the storage room of the structure on the adjacent lot will abut the wall nearest the lot line and a patio of the adjacent owner will be located adjacent to the wall near the lot line. Such easement for maintenance is to be enjoyed so as not to adversely affect those intended uses.

The Architectural Control Committee shall have the right to require privacy walls on one side of any building in the subdivision. Any owner acquiring title to a lot in the subdivision shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type, and style are not compatible with the existing use of homes in the subdivision, or that portion of the subdivision. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the Architectural Control Committee, owners of lots in the subdivision are invited to submit preliminary plans or ideas for them to the Architectural Control Committee, so that owners will incur the least expense possible on designs which are found to be unacceptable by the Architectural Control Committee.

The Architectural Control Committee shall have the right to waive any violation of these restrictions if it determines that violation is insubstantial and does not adversely affect the value of any other lot in the subdivision.

**ARTICLE VI: ADDITIONAL DEVELOPMENT**  
**DISCLOSURE BY DECLARANT IN ORIGINAL COVENANTS**

Declarant is purchasing property abutting the South line of this subdivision and may purchase the property Westerly of this subdivision. Upon development of that abutting property to be owned by Declarant, or adjacent property thereto which may hereafter be acquired by Declarant, if developed by Declarant in a manner substantially similar to the development of this subdivision, then Declarant shall have the right to require that owners of lots in the additional development become members of Victoria Stations Homeowner's Association, Inc. If so, then those owners shall be required to become members of the Association upon the same terms and conditions created and imposed by this instrument. Developer reserves an easement over the private roadway shown as Station Court on the plat of Victoria Station, which easement is for the purpose of ingress and egress and the installation and maintenance of utility lines in, upon, or over that private roadway. This reservation is for the purpose of providing access and utilities to any residential subdivision developed by Declarant adjacent to the subdivision, whether or not owners in that additional development are required to become members of Victoria Station Homeowner's Association, Inc. However, if owners of lots in such additional development are not required to



become members of Victoria Station Homeowner's Association, Inc., then Declarant shall require that any persons or entity using the roadway contribute to the cost of maintenance thereof on an equitable basis. Declarant shall require that any development by Declarant on adjacent lands be for residential use only. Declarant shall have the right to transfer the access and utility easement reserved hereby to the City of Pensacola for use by the City if it acquires the property westerly of Victoria Station, even though the City of Pensacola does not use that property for residential purposes.

#### **ARTICLE VII: BUILDING ON PORTIONS OF TWO LOTS**

The Architectural Control Committee, in its sole discretion, may permit the erection of a building on a portion of one platted lot or on portions of contiguous platted lots, and the building sites may be smaller in area than the platted lots, provided that the covenants and restrictions otherwise herein contained are not otherwise violated. The Architectural Control Committee shall be cognizant of trees in the subdivision and in its discretion shall require building in such locations as to save as many trees as possible in the subdivision.

In the event of destruction of any buildings, the type, size, shape and location of any reconstructed building shall be similar substantially to the building being replaced.

#### **ARTICLE VIII: 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 of 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 IX: GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or an 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 covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation 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 ninety percent (90%) of the Lots.

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 one family, and such building shall not exceed two and one-half 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. No permitted animals shall be kept in such numbers as to be an annoyance to any Lot Owners in the development. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other ordinary domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 7. No wrecked car or similar equipment shall be stored or parked permanently in view of other residences in said development. No trailer, mobile home or similar vehicle, structure or equipment shall be located on any lot, even though permanently affixed to the land.

Section 8. No garbage, rubbish, trash of other miscellaneous unsightly objects shall be dumped or allowed to be dumped in any Lot.

Section 9. Pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video

programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining Lots to the extent that such restriction does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.

Section 10. 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 11. 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 the Association 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 12. Each owner shall maintain his building, yard, landscaping, fencing, and other property in a neat, clean, and attractive manner, and except for the privacy fence hereafter mentioned, if the Owner fails to do so, Association may cause such maintenance or repair and assess the lot owner for all costs incurred by Association in causing such maintenance or repair. As to the privacy fence to be mentioned hereafter, Association shall be obligated to enforce the maintenance and repair of that fencing if the Owner fails to do so. That privacy fence shall be constructed ten (10) feet inside (along the greenbelt area) the rear lot lines of Lots 1 through 7, inclusive, Block C, Lots 1 through 7, inclusive, Block B, and Lots 1 through 6, inclusive, and 10 through 12, inclusive of Block A, as well as ten (10) feet inside the North line of Lot 12, Block A. Any fencing abutting common areas only shall be maintained at the expense of Association. All assessments by the Association under this paragraph shall be enforced by filing and foreclosing liens in the same manner as an assessment lien mentioned in Article IV above.

Section 13. Each Owner is advised that Victoria Station abuts an office park, which office park is to be used for office and commercial purposes. Office Park Owners have acquired properties in the office park to be used as offices and commercial buildings and it can be expected that from time to time additional office or commercial buildings will be added in the office park. Declarant reserved the right to convey to one or more Owners in the office park the rear ten (10) feet (Greenbelt Area) of one or more lots abutting the office park, but if so Declarant shall burden the property so conveyed with a restriction that the ten (10) feet area shall remain in its wild and uncultivated state, the intention of Declarant being that the Greenbelt Area shall serve as a buffer

between Victoria Station and the office park. Regardless of who may be the Owner of the ten (10) foot strip designated as "Greenbelt Area" abutting the office park, the Owner thereof shall not cut any trees, bushes, or other foliage from that ten (10) foot strip. The Owner or Association may plant additional bushes and trees if that planting will increase the density of foliage in the area.

Section 14. 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.

Section 15. In no event and under no circumstances shall a violation of any covenant or restriction contained work a forfeiture or reverter of title.

Section 16. 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 Victoria Station pursuant to Chapter 720, Part III, Florida Statutes, Victoria Station 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 29<sup>th</sup> day of September, 2020.

Signed, sealed and delivered in the presence of:

Victoria Station Homeowners' Association,  
Inc., a Florida not for profit corporation

Lindsay B  
Print Name: Lindsay Bowler

By: Sharon Dowdell  
Sharon Dowdell, its president

Carrie J. Hadder  
Print Name: Carrie J. Hadder

Victoria Station Homeowners' Association,  
Inc., a Florida not for profit corporation

Lindsay B  
Print Name: Lindsay Bowler

By: Elizabeth Crowe  
Elizabeth Crowe, its secretary

Carrie J. Hadder  
Print Name: Carrie J. Hadder

The foregoing instrument was sworn before me, by means of  physical presence or  online notarization, on this the 29<sup>th</sup> day of September, 2020, by Sharon Dowdell, President of Victoria Station Homeowners Association, Inc.

Personally Known

OR

Produced Identification  
Type of ID produced: FL Drivers License

Lindsay B.  
Notary Public, State of Florida  
Print, type or stamp commissioned name of Notary Public:



LINDSAY D. BOULTER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

The foregoing instrument was sworn before me, by means of  physical presence or  online notarization, me on this the 29<sup>th</sup> day of September, 2020, by Elizabeth Crowe, Secretary of Victoria Station Homeowners Association, Inc.

Personally Known

OR

Produced Identification  
Type of ID produced: FL Drivers License

Lindsay B.  
Notary Public, State of Florida  
Print, type or stamp commissioned name of Notary Public:



LINDSAY D. BOULTER  
Notary Public, State of Florida  
My Comm. Expires Sept. 23, 2022  
Commission No. GG261131

EXHIBIT A

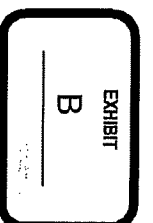
Victoria Station, a residential subdivision of a portion of Section 15, Township 1 South, Range 29 West, Escambia County, Florida, according to the plat of that subdivision recorded in Plat Book 12 at page 92 of the public records of that county.

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 Victoria Station Homeowner's Association, Inc., a planned subdivision, according to plat recorded in Plat Book 12 at page 92 and Plat Book 13 at page 13 of the public records of said county.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT</u>
1. Janice Wilkins	3136 Station Ct., Pensacola, FL 32504	Portion of Lot 1 Block A
1. Southern Pine Inspection Bureau	4555 Spanish Trail, Pensacola, FL 32504	Portion of Lot 1 Block A
2. Edward Drozdowski & Deborah Dodson	3134 Station Ct., Pensacola, FL 32504	Lot 2 Block A
3. Maxine Middleton	3132 Station Ct., Pensacola, FL 32504	Lot 3 Block A
4. Muhammad H. Rashid and Faterna Rashid Revocable Trust	3130 Station Ct., Pensacola, FL 32504	Lot 4 Block A
5. Lisa Sherrouse	3128 Station Ct., Pensacola, FL 32504	Lot 5 Block A
6. Michael & Deborah Hughes	3126 Station Ct., Pensacola, FL 32504	Lot 6 Block A
7. Boofam, LLC.	3124 Station Ct., Pensacola, FL 32504	Lot 7 Block A
8. Boofam, LLC.	3122 Station Ct., Pensacola, FL 32504	Lot 8 Block A
9. Margaret Haines	3120 Station Ct., Pensacola, FL 32504	Lot 9 Block A
10. Southern Pine Inspection Bureau	4500 Blk Old Spanish Trl., Pensacola, FL 32504	Portion of Lot 10 Block A
10. Rosemary Mason	3118 Station Ct., Pensacola, FL 32504	Portion of Lot 10 Block A
11. Darla Eliason	3116 Station Ct., Pensacola, FL 32504	Lot 11 Block A
12. Binh Thanh Phan & Susan Thu Suong Duong	3114 Station Ct., Pensacola, FL 32504	Lot 12 Block A
13. Elizabeth Crowe	3112 Station Ct., Pensacola, FL 32504	Lot 1 Block B
14. Boofam, LLC.	3110 Station Ct., Pensacola, FL 32504	Lot 2 Block B
15. Tyler & Audrey Kercher	3108 Station Ct., Pensacola, FL 32504	Lot 3 Block B
16. Philip Krasnosky & Patricia Burns Blanchard	3106 Station Ct., Pensacola, FL 32504	Lot 4 Block B



17. Rodney & Barbara Watson  
Conveyed to Ryan & Hannah Nano on August 30, 2019  
3104 Station Ct., Pensacola, FL 32504  
Lot 5 Block B
18. Sharon Dowdell  
3102 Station Ct., Pensacola, FL 32504  
Lot 6 Block B
19. Barbara West  
3100 Station Ct., Pensacola, FL 32504  
Lot 7 Block B
20. Richard & Karen Blake  
3113 Station Ct., Pensacola, FL 32504  
Lot 1 Block C
21. Meishen Chang Blalock  
3111 Station Ct., Pensacola, FL 32504  
Lot 2 Block C
22. James Ryan  
3109 Station Ct., Pensacola, FL 32504  
Lot 3 Block C
23. Duke & Teresa Harper  
3107 Station Ct., Pensacola, FL 32504  
Lot 4 Block C
24. Damien O'Brien & Rosanna Croft  
3105 Station Ct., Pensacola, FL 32504  
Lot 5 Block C
25. Kathleen Meehling & Valerie Russenburger  
3103 Station Ct., Pensacola, FL 32504  
Lot 6 Block C
26. Ana-Maria Figueroa Life Estate  
3101 Station Ct., Pensacola, FL 32504  
Lot 7 Block C



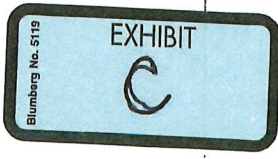
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ARTICLES OF INCORPORATION FILED

OF 1985 OCT 17 PM 3:46

VICTORIA STATION HOMEOWNERS ASSOCIATION, INC. SECRETARY OF STATE TALLAHASSEE, FLORIDA



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 Victoria Station 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:

Victoria Station, a residential subdivision in Escambia County, Florida, according to the plat of that subdivision 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 the Clerk of the Circuit Court of 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



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.  
 WITNESS MY HAND AND OFFICIAL SEAL  
 PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT & COMPTROLLER  
 ESCAMBIA COUNTY, FLORIDA  
 BY: *[Signature]*  
 DATE: 3/10/00

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:

K.C. Hembree	140 Lurton Street Pensacola, Florida 32505
Lois B. Agan	140 Lurton Street Pensacola, Florida 32505
Virginia C. Hembree	4831 Olive Road Apt. 4-B Pensacola, Florida 32514

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, K.C. Hembree shall serve as President of the corporation, Virginia C. Hembree, as Vice-President of the corporation, and Virginia C. Hembree, as Secretary and as 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.

K.C. Hembree, whose office address is 140 Lurton Street, Pensacola, Florida 32505 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 10th day of September, 1985.

K.C. Hembree  
K.C. HEMBREE and Registered Agent

Virginia C. Hembree  
VIRGINIA C. HEMBREE

Lois B. Agan  
LOIS B. AGAN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of September, 1985, by K.C. Hembree.

James L. McQuinn  
NOTARY PUBLIC  
My commission expires: 4-18-87

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of September, 1985, by Virginia C. Hembree.

James L. McQuinn  
NOTARY PUBLIC  
My commission expires: 4-18-87

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of September, 1985, by Lois B. Agan.

James L. McQuinn  
NOTARY PUBLIC  
My commission expires: 4-18-87

ORBOOK 213876 285

## BY-LAWS

OF

VICTORIA STATION HOMEOWNERS'  
ASSOCIATION, INC.

## ARTICLE I. NAME AND LOCATION.

The name of the corporation is Victoria Station Homeowners' Association, Inc. of 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 Victoria Station 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 all the area on the plat not designated as a lot, or otherwise indicated as being subject to construction, including without limitation the entrance way and entrance sign, holding pond, roads, Greenbelt Areas, and other 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 K.C. Construction Company, 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 the Clerk of the Circuit Court of Escambia County, Florida.

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

## 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.

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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 or 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 a 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.

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 waive 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: Pelican Nest Homeowners' Association, Inc., Florida, 1984.

## 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.

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.

Section 5. Upon written request to Association, from any holder of a first mortgage, Association shall provide that first mortgage holder a financial statement for the immediately preceding fiscal year.

IN WITNESS WHEREOF, we, being all of the directors of Victoria Station Homeowners' Association, Inc., have hereunto set our hands this 18th day of October, 1985.

408106

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA.

NOV 1 2 17 PM '85

CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

K.C. HEMBREE

VIRGINIA C. HEMBREE

LOIS B. AGAN

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Victoria Station 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 18th day of October, 1985.

WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

ESCAMBIA COUNTY, FLORIDA

BY: [Signature] D.C. 7

DATE: 1/6/85

SECRETARY

Book 12 p. 9

JULY 19, 1985

FINAL PLAT OF

# Victoria Station

A TOWNHOUSE SUBDIVISION

ESCAMBIA COUNTY, FLA.

**SURVEYORS' NOTES**

1. REFERENCE IS MADE TO THE EXISTING NATURAL BOUNDARIES AND TO THE RECORDS OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN CONNECTION WITH THIS SURVEY.

2. THIS SUBDIVISION LIES WITHIN FEDERAL ZONE 17N 08E 0001 B BENCHMARK LOCATING MAIL IN EXISTING PRECINCT 4507 WEST AND 877 NORTH OF THE SOUTHEAST CORNER ELEVATION U.S.C. & G.S. RECORDS ARE BASED ON PREVIOUS DEEDS OF RECORD.

3. NEARBY SEVEN DEGREES AND THE SER (C) BENCHMARKS CONCRETE BENCHMARK NO. 475. BENCHMARKS CARRIED FROM PD NO. 475.

4. THIS SURVEY COMPLETES WITHIN THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

PREPARED BY  
CHOVERMAN, C.E. & ASSOC., INC.  
210 SOUTH ALCANIZ STREET  
PENSACOLA, FLORIDA

OWNER & DEVELOPER  
K.C. CONSTRUCTION, INC.  
140 LUTRION STREET  
PENSACOLA, FLORIDA

ENGINEERING BY  
PIONEER, INC.  
412 EAST GAUSDEN STREET  
PENSACOLA, FLORIDA

SURVEYORS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT OF VICTORIA STATION IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN AND SURVEYED; THAT SAID LAND HAS BEEN SUBMITTED TO THE APPROPRIATE AGENCIES FOR SUPERVISION AND STAKED AS INDICATED THAT PERMISSIBLE DIRECTION AND UNDESIRABLE PLANS HAVE BEEN PLACED; ALSO THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS' PROFESSIONAL STANDARDS WITH SECTION 467.027 FLORIDA STATUTES; AND THAT THE SURVEY DATA COMPLIES WITH SECTION 467.027 FLORIDA STATUTES; AND THAT THE SURVEY DATA ACTS OF THE FLORIDA LEGISLATURE, SIGNED THIS 24th DAY OF AUGUST, 1985.

**DEDICATION**

K.C. CONSTRUCTION, INC. A FLORIDA CORPORATION, IS OWNER OF THE LAND ABOVE DESCRIBED AND BY THIS PLAT TO BE DEDICATED TO THE PUBLIC IN THE INTEREST OF THE SUBDIVISION DESIGNATED HEREON AS PRIVATE STREETS, OPEN SPACE, PARKS, AND AREAS OF THE SUBDIVISION. HOWEVER AREAS SO DESIGNATED ARE HEREBY DEDICATED FOR PRIVATE USE AND NOT INTENDED FOR PUBLIC USE AND ENJOYMENT OF THE PROPERTY OWNERS IN VICTORIA STATION, EXCEPT ON THIS DAY OF AUGUST, 1985.

STATE OF FLORIDA COUNTY OF ESCAMBIA

THE FOREGOING DEDICATION WAS KNOWINGLY AND VOLUNTARILY MADE BY K.C. CONSTRUCTION, INC. A FLORIDA CORPORATION, ON BEHALF OF THAT CORPORATION.

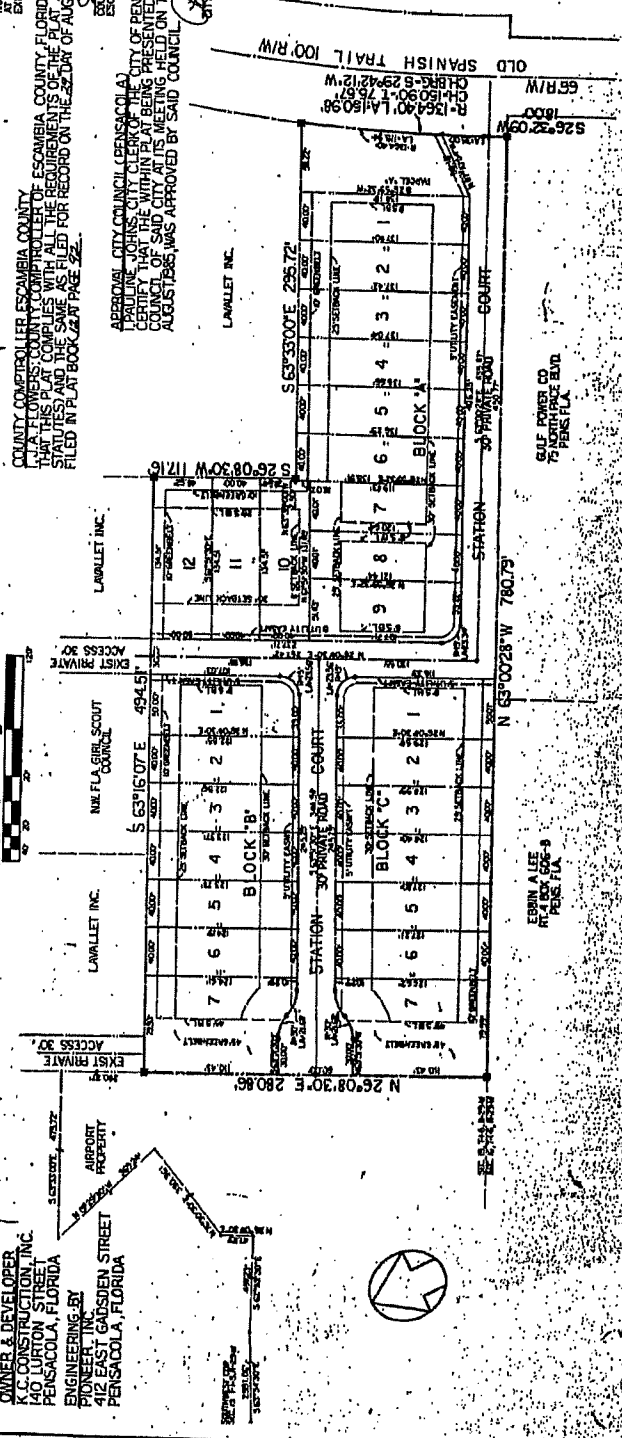
COUNTY COMPTROLLER ESCAMBIA COUNTY

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND SEAL OF OFFICE AT PENSACOLA, FLORIDA, THIS 24th DAY OF AUGUST, 1985.

AERIAL CITY COUNCIL (PENSACOLA)

PAULINE JOHNS, CITY CLERK OF THE CITY OF PENSACOLA, HEREBY CERTIFIES THAT THE WITHIN PLAT BEING PRESENTED TO THE CITY OF PENSACOLA AT A MEETING OF SAID CITY AT ITS MEETING HELD ON THE 24th DAY OF AUGUST, 1985, WAS APPROVED BY SAID COUNCIL.

GRAPHIC SCALE 1" = 40'



DRAWN BY: ROBERT J. SCHREIBER

PLAT BOOK 12, PAGE 122

**Ron DeSantis**  
GOVERNOR



September 11, 2020

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

**Re: Victoria Station Homeowners' Association, Inc.; Approval;  
Determination Number: 20145**

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 Victoria Station 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/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://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.