

**REVIVED DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS, CHARGES AND USES FOR BROOKHAVEN VILLAGE**

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, on June 8, 1981 Brookhaven Village, Inc. ("Developer" or "developer") recorded a Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses in O.R. Book 2021, Page 451 et seq., public records of Polk County, Florida ("1981 Declaration"), encumbering the land described on the plat of BROOKHAVEN VILLAGE, recorded on May 28, 1981 in Plat Book 71, Page 46, public records of Polk County, Florida;

WHEREAS, on August 11, 1981, The Village Club, Inc., a Florida corporation not for profit, was incorporated as the governing homeowners' association for Brookhaven Village;

WHEREAS, on September 23, 1982 the developer recorded a Supplemental Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses in O.R. Book 2183, Page 1655 et seq., public records of Polk County, Florida, encumbering and subjecting to the 1981 Declaration the land described on the plat of BROOKHAVEN VILLAGE FIRST ADDITION, recorded on September 16, 1983 in Plat Book 75, Page 17, public records of Polk County, Florida;

WHEREAS, on June 30, 1988 the developer recorded a Supplemental Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses in O.R. Book 2645, Page 1003 et seq., public records of Polk County, Florida, encumbering and subjecting to the 1981 Declaration the land described on the plat of BROOKHAVEN VILLAGE SECOND ADDITION, recorded on May 10, 1988 in Plat Book 86, Page 3, public records of Polk County, Florida;

WHEREAS, the lands depicted on the above-referenced plats, which are described in **Exhibit A** attached hereto and incorporated herein, and are collectively referred to herein as "The Property" or "Brookhaven Village";

WHEREAS, the Articles of Incorporation of The Village Club, Inc. are attached hereto and incorporated herein as **Exhibit B**;

WHEREAS, the By-Laws of The Village Club, Inc. are attached hereto and incorporated herein as **Exhibit C**;

WHEREAS, the members of The Village Club, Inc. have duly and lawfully adopted and approved these Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses for Brookhaven Village pursuant to Chapters 617 and 720, Florida Statutes;

WHEREAS, the legal descriptions of each lot and parcel subject to this Declaration are attached hereto, and incorporated herein, as **Exhibit D**; and

WHEREAS, the Florida Department of Economic Opportunity has approved this Declaration, said approval being attached hereto and incorporated herein as **Exhibit E**;

NOW THEREFORE, The Village Club, Inc. and its Members do here by make, establish, execute and deliver this Declaration and declare The Property shall be owned, held and conveyed subject to the covenants, conditions, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding upon and inure to the benefit of The Village Club, Inc. and the owners of land within The Property, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

ARTICLE I – DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings ordinarily attributed to such terms and as follows:

I.1 Declaration or Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses means the 1981 Declaration, as supplemented, and as may be amended, supplemented and revived from time to time.

I.2 Corporation means the owner, the declarant, the seller and developer, namely BROOKHAVEN VILLAGE, INC., a Florida corporation, organized and existing under the Laws of the State of Florida, the same being a corporation for profit which is the owner of the property and the developer of the same and shall be the initial seller of all mobile home units located, or to be located, within the developed property.

I.3 Association means THE VILLAGE CLUB, INC.

I.4 By-Laws means the by-laws of THE VILLAGE CLUB, INC. for the government of BROOKHAVEN VILLAGE Subdivision as those By-Laws exist from time to time.

I.5 BROOKHAVEN VILLAGE means not only the land hereinabove described and referred to as The Property, but also such other units as may from time to time be developed and added to and joined or annexed to The Property and subjected to a supplemental declaration for the purpose of extending not only the obligations by the rights of existing owners in BROOKHAVEN VILLAGE to owners in such other units as may be added, provided only that said added units shall be contiguous to the property described in Exhibit A hereof and/or such other units as may have from time to time been previously added, joined or annexed thereto.

I.6 Common Area means all facilities including recreational facilities located on portions of the property not included within lots and in particular means reserved parking areas, recreational areas, including club house and swimming pool, and picnic areas, all as are now contemplated or which may be constructed or created by the seller on the property or adjacent property hereafter to be added or joined to BROOKHAVEN VILLAGE.

I.7 Common Expenses include:

A. Expenses of administration, expenses of maintenance, operation, repair or replacement of the facilities, and

B. Expenses for which mobile home and lot owners are or may become liable to the corporation and shall include:

1) Expenses created by the provisions of this declaration and the by-laws of the association, and

2) Any valid charge against the subdivision as now contemplated or as may hereafter be created by additions, provided such charges be against the BROOKHAVEN VILLAGE development as a whole.

I.8 Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against mobile home and lot owners.

ARTICLE II – PROPERTY RIGHTS

II.1 Resident owner's easements of enjoyment – Every resident 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 publish and post, from time to time, rules and regulations pertaining to the use of said Common Area facilities.

B. The right of the Association to charge reasonable fees for the use of any recreational facility located upon any Common Area.

C. The right of the Association to suspend the voting rights of any Class A member and to suspend the right of use of the recreational facilities by any resident owner or his tenant for any period during which an assessment against his lot remains unpaid and likewise to suspend voting rights and recreational facility use rights of any Class A member or his tenant for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

11.2 Tenant's Easements of Enjoyment – Every tenant of a resident owner shall have a right and easement of enjoyment in and to the Common Area which shall be coextensive with the resident owner's right and ease of enjoyment except that no tenant shall have any voting rights and tenants shall not be members of the Association, and the right and easement of enjoyment reserved to tenants shall be subject also to the following provisions:

A. The right of the Association to charge reasonable charges for the use of any recreational facility situated upon any Common Area.

B. The right of the Association to publish and post rules and regulations pertaining to the use of recreational facilities from time to time; and,

C. The right of the Association to suspend a tenant's right of use of the recreational facilities for any period during which any assessment against the lot occupied by the said tenant remains unpaid and likewise to suspend the use of recreational facilities for a period not to exceed sixty (60) days for any infraction of the Association's published Rules and Regulations.

ARTICLE III – MEMBERSHIP IN ASSOCIATION

III.1 Every owner of one or more lots which are subject to assessment, either present or future, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Any owner not a resident and who leases his lot or lots to a tenant or tenants may designate said tenant as the owner's proxy to exercise the owner's voting rights provided said designation of proxy be in writing subscribed by all owners of the said lot or lots.

III.2 The Association shall have two classes of voting membership:

A. Class A Membership: Class A members shall be all owners of one or more lots and shall be entitled to one (1) vote for each lot owned by said owner. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such owners among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot, and in no event shall fractional votes be cast.

B. Class B Membership: Class B membership shall be the developer corporation and shall be entitled to four (4) votes for each lot owned.

III.3 Non-Members: Tenants occupying one or more lots pursuant to written lease agreements with owners of lots may attend the general meetings of membership of the Association, but shall not be entitled to vote for the election of directors or officers of the Association or upon any other Association matter unless said tenant shall hold a written authorization or proxy to exercise the owner's right to vote.

ARTICLE IV – ADDITIONAL DEVELOPMENT OF BROOKHAVEN VILLAGE

IV.1 Additional land may be annexed to The Property by the corporation without the consent of the members of the Association as long as the corporation retains any Class B membership in the Association, that is to say, for so long as the corporation owns any lot within

The Property, rights subject to this Declaration, or for so long as declarant owns any lot in any subsequently added or supplemental or annexed lands.

IV.2 Declarant, from time to time, may, at its discretion, cause such additional lands to become subject to this Declaration, but under no circumstances shall declarant be required to make such additions and until such time as such additions are made to The Property, as hereinabove defined, real property owned by declarant other than The Property hereby effected, shall in no way be effected or become subject to the Declaration.

IV.3 The real property that may be added to The Property to become subject to the provisions of this Declaration shall be developed and platted in such manner as to provide for the preservation of the values and amenities of The Property with reasonable portions of said additional real property set aside for roads, open space and other Common Area as may be designated on such plats.

IV.4 The additions or annexations authorized under this Article shall be made by filing of record the plat of the area to be annexed to be designated as BROOKHAVEN VILLAGE – FIRST ADDITION and BROOKHAVEN VILLAGE – SECOND ADDITION, etc., and by filing also of record a Supplementary Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses covering real property described therein which shall extend the scheme of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect a different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as the same applies to The Property herein described.

IV.5 No additions or annexations shall revoke or diminish the rights of owners or tenants of The Property to the utilization of the Common Area as established hereunder except to grant to owners and tenants of lots in the additions being annexed to The Property the right to use the Common Area as established hereunder and to grant to owners or tenants of The Property the right to use such Common Areas as may be established in the annexed lands.

ARTICLE V – GENERAL RESTRICTIONS

V.1 Lot Usage: No lot shall be used for any purposes whatsoever, other than as a single family dwelling site; nor shall any lot, once so occupied, be used or converted, either in whole or in part to a commercial purpose, or be used to conduct commercial activities in any way.

V.2 Building Restrictions: No owner or tenant may build, maintain or install a residential dwelling on any lots within the property without the prior approval of the declarant, and its successors or assigns, as to the size, quality, building material and positioning of said dwelling upon said lot. No carports, fences, porches, patios, temporary structures or add-ons

shall be built, maintained or installed without the prior approval of the declarant, its successors or assigns. No sheds, outbuildings, or, other detached structures of any kind shall be permitted to be placed on any lot whether in conjunction with a single family dwelling or otherwise.

V.3 Motor Vehicles: No automobile or other motor vehicle may be painted, refinished, disassembled, or repaired in The Property provided, however, that in the event of an emergency, repairs of a minor nature may be undertaken.

V.4 Trucks, Trailers and Boats: No trucks, semi-tractor, semi-trailer, multi-purpose trailer, travel trailer, boat, motor home or other like vehicle shall be parked or stored upon any lot, street or driveway in The Property: except that such vehicles may be parked in such specifically designated area(s) as may be provided by the seller/developer corporation and/or homeowner's association for The Property. However, neither the seller/developer corporation, nor the homeowner's association, shall be under any obligation whatsoever, either current or future, to create and/or finance any such specifically designated parking facilities.

V.5 Parking: Owners and tenants shall refrain from parking automobiles or other motor vehicles except in the space or spaces provided therefor in the carport, garage, driveway or enclosure located on the specifically owned or leased lot.

V.6 Pets: The corporation shall designate certain of the lots of The Property as being a Pet Section, and no pet shall be kept, bred or maintained for any purpose in any portion of The Property not the designated Pet Section, but with respect to the Pet Section, only small domestic pets shall be allowed in The Property and then only with the prior written approval of the corporation, and said pets are to be kept in the areas designated as the Pet Section. In no event shall pets in the Pet Section be kept, bred or maintained for any commercial purpose. All pets allowed in The Property shall be properly restrained by a leash or other such device when permitted outside of any dwelling unit. No pet shall run free and unrestrained in any portion of The Property.

V.7 Signs: No signs or nameplates shall be permitted on any lots within The Property without the prior approval of the Declarant, its successors or assigns. Identification signs and temporary real estate signs shall be permitted to be displayed upon such terms and conditions as may be established by the Association.

V.8 Age Restrictions: No person below the age of thirty-five (35) years shall be permitted to become a tenant or resident owner of any lot located within The Property, and no person above the age of thirty-five (35) years with children below the age of eighteen (18) years living at home shall be permitted to become a tenant or resident owner of any lot located within The Property. No child, below the age of eighteen (18) years shall be permitted visitation with any tenant or resident owner within The Property, whether such visitation be on an extended basis or from time to time, for a cumulative period of more than thirty (30) days during any one calendar year.

V.9 Exterior Appearance: Each lot owner shall keep his home site neat and clean and properly mowed or cut, but if a lot owner, either due to absence or neglect, fails to cut the grass or keep his lot clean, then Declarant, or its successors or assigns, shall have the right to cut grass and remove debris to maintain a clean and neat appearance throughout the entire property; and, in such event, the Corporation shall have the right to charge said lot owner a reasonable sum for the work done and shall have a lien upon the said lot for said amount, it being specifically understood that the Corporation is, however, under no obligation to maintain any of the individually owned lots, said maintenance being the sole responsibility of the site owner.

V.10 Walls, Fences and Hedges: No wall, fence or hedge shall be placed on any residential lot, including on or along the boundaries thereof.

V.11 Clothes-Lines: No clothes lines for drying of wash will be permitted on The Property, nor shall any washing or drying of laundry be permitted on The Property or on any lot except inside the dwelling unit established on a lot or inside some other structure.

V.12 Nuisances: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

V.13 Sale or Lease of Lots: Should any owner elect to sell or lease his lot and/or dwelling unit, the details of the sale, including price, rent and name and address of the purchaser or lessee, shall be submitted to the Board of Directors of the Association. The Board shall make the details of the proposed sale or lease known to other owners in The Property. Any owner or the Association may elect to purchase or to lease the lot and/or dwelling unit on the same terms within seven (7) days of receipt of notice of the intention of the proposed sale or lease of such lot. Should more than one (1) owner elect to purchase or lease, the lot and/or dwelling unit will be sold or leased to the owner first giving the Board of Directors of the Association written notice of his offer. If at the end of seven (7) days, no written offers have been received by the Board of Directors of the Association, the owner desiring to sell or lease his said lot may proceed to the confirmation of his transaction with the said party purchaser or lessee. The conditions contained in this paragraph shall not apply to purchasers at judicial sales or to institutional lenders who may receive deeds or transfers in lieu of foreclosure.

V.14 Waiver of Minor Violations: Declarant, its successors and assigns, shall have the right at any time to waive minor exceptions or violations provided such violations or exceptions are not contrary to the intent and purpose of these restrictions. The Corporation, its successors and/or assigns, in its sole discretion, shall have the right to determine what constitutes a minor violation.

V.15 Enforcement: The covenants, restrictions, limitations and conditions which this Declaration imposes on The Property may be enforced by any one or more owners of said property through appropriate notice and court action.

V.16 Severability: Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

V.17 Amendment: So long as Declarant owns one or more lots in The Property, whether the original property or as supplemented, added to or annexed, Declarant may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the public records of Polk County, Florida. At such time as Declarant has divested itself of ownership in The Property, including such supplemental, annexed or added units, these covenants may be amended in whole or in part by an instrument signed by not less than two-thirds (2/3) of the then owners of lots in The Property and the additions or annexations thereto, if any. Any amendment must be reduced to writing and recorded in the said public records of Polk County, Florida.

V.18 Terms: These covenants shall remain in full force and effect and run with and bind the land for a term of thirty (30) years from the date this instrument is recorded, after which time, said Declaration shall be automatically extended for successive periods of thirty (30) years.

V.19 Rules and Regulations: Declarant shall have the authority to promulgate such additional rules and regulations as may be necessary to maintain and preserve to owners and their tenants harmony, quiet and peaceful enjoyment of the said property.

V.20 Obligation to Assign: At such time as Declarant shall have divested itself of the last lot it owns in The Property, and the additions, supplements and annexations thereto, Declarant shall assign any and all rights it has retained or reserved hereunder to the Association. Declarant may however assign some, any or all of said rights to the Association at any time even though Declarant may still retain one or more lots in The Property or in the added, supplemented or annexed lands.

ARTICLE VI – ARCHITECTURAL REVIEW

VI.1 No building, or other structure shall be commenced, erected or maintained upon The Property or BROOKHAVEN VILLAGE generally, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kinds, shapes, heights, materials or locations of the same shall first have been submitted to and approved in writing as to the harmony of exterior design and location in relation to the surrounding structures and topography by the Declarant, its successors or assigns. In the event the Declarant, its successors or assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII – COVENANT FOR ASSESSMENTS

VII.1 Creation of the Lien and Personal Obligation for Assessments: Every purchaser of any lot in BROOKHAVEN VILLAGE, for so long as said purchaser is a lot owner or said lot owner's successor, grantee or assign, is deemed to covenant and agree to pay to the Association the following:

A. Annual assessments or charges, and

B. 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 or persons who were the owners of such property at the time when the assessments fell due.

VII.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and the welfare of the owners and tenants of The Property and additions, supplements and annexations thereto; also for the improvement and maintenance of the Common Area of The Property, additions, supplements and annexations thereto.

VII.3 Assessment Exemption of Corporation: The assessments levied by the Association shall not apply to lots owned by the corporation inasmuch as the entire expense for the acquisition of land for the location of the Common Area or Areas as well as cost of any structures or devices located, placed or erected on or in said Common Area or Areas are to be the sole cost and expense of the corporation. The corporation also shall pay all expenses of operation including maintenance, repair, expenses of utilities servicing said Common Area for so long as the corporation shall retain title to such Common Area or Common Areas.

VII.4 Annual Assessments or Charges: The Association shall annually propose a budget for the following year contemplating prospective expenses of administration of the Association, expenses of maintenance, operation, repair or replacement of any facilities, and for improvement and maintenance of the Common Area and expenses of any utility services provided to any Common Area, or any other expense prospectively to be incurred in promoting the recreational, health, safety and welfare of owners and tenants of The Property as added to, supplemented, or increased by annexation. Said budget shall be adopted by the Association by majority vote of the membership including both Class A and Class B membership. The treasurer shall then divide the said budget by the then number of assessable lots and the resulting sum shall be the annual assessment on each said lot. The secretary of the Association shall then notify each lot owner of the annual assessment of that owner's lot and such assessment shall be due in twelve (12) equal monthly installments on the first day of each month during the year for which

the assessments are made. The assessments against unit owners for common expenses should be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. If the Association fails to propose and pass a budget from which the assessment can be determined on or before December 20, 1981, the assessment due from each assessable lot for the course of the Year 1982 shall be the sum of \$120.00 per year payable at the rate of \$10.00 per month payable to the Association.

If an annual assessment is not made thereafter as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

In the event that any annual assessment should prove insufficient, the budget and assessments may be amended at any time by the Board of Directors of the Association provided that no such amendment shall be effective unless notice of the presentation of a proposed amended budget and amended assessment shall first have been given to lot owners at least thirty (30) days in advance of the date upon which the Association membership is to vote to adopt or reject the proposed amended budget and amended assessment, and the proposed amended budget and amended assessment shall not be effective unless the same shall have been adopted by a majority of the membership of the Association voting in person or by proxy at the meeting called for the purpose of considering the proposed amended budget and amended assessment.

VII.5 Special Assessments for Capital Improvements: After conveyance of Common Areas to the Association by the Corporation, the Association, in addition to the annual assessments and charges authorized above, may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership (whether Class A or Class B membership) who are voting in person or by proxy at a meeting duly called for this purpose.

VII.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all assessable lots and in this connection uniform means the same for each lot regardless of lot value or lot location or lot size or character of the improvement on said lot or lots.

VII.7 Effect of Non-Payment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. If an owner shall be in default in the payment of an assessment for a period in excess of thirty (30) days after the due date of an installment of the said annual assessment, the Association acting through its Board of Directors may accelerate the remaining installments of the assessment upon notice to the lot owner and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after the delivery of the notice to the lot owner or not less than twenty (20) days

after the mailing of such notice to the lot owner by registered or certified mail whichever shall first occur. In the event of acceleration and non-payment thereafter, the Association may bring action at law against the owner obligated to pay the same or may foreclose the lien of the assessment against the property. In either event, the defaulting owner shall also be obligated for the reasonable costs of bringing the suit, including reasonable attorney's fees. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his lot.

VII.8 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 became 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. The sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall not relieve the lot owner from personal liability for such assessments which became due prior to such sale or transfer.

IN WITNESS WHEREOF, The Village Club, Inc. has, by and through its duly authorized officers and pursuant to Florida's Homeowners' Association Act, caused this Declaration to be executed this 3rd day of March, 2021.

Signed, Sealed and Delivered
in the Presence of:

Robert C. Chilton

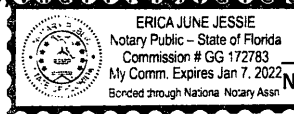
Erica Jessie

The Village Club, Inc.

William F. Trombley, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by means of [x] physical presence this 3rd day of March, 2021, by William F. Trombley, as President of The Village Club, Inc.



The Village Club, Inc.

Signed, Sealed and Delivered
in the Presence of:

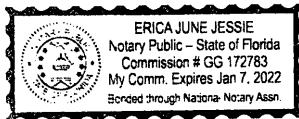
Robert C. Chilton

Erica Jessie

Fred Dunlop, Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by means of [x] physical presence this 3rd day of March, 2021, by Fred Dunlop, as Vice President of The Village Club, Inc.



Notary Public - State of Florida

Exhibit A - The "Property" or "Brookhaven Village"

BROOKHAVEN VILLAGE

All that part of the NW 1/4 of the SE 1/4 of Section 1, Township 28 South, Range 26 East, Winter Haven, Polk County, Florida, more particularly described as follows: Begin on the West boundary of said NW 1/4 of the SE 1/4 at its intersection with the Easterly boundary of State Road 544 and run N 37° 09' 35" E, along said road boundary, 325.00 feet; thence S 52° 50' 25" E, 165.00 feet; thence S 37° 09' 35" W, 135.00 feet to a point of curve; thence Southerly on the arc of a curve to the left (radius 25.00 feet, central angle 90°) 39.27 feet to a point of tangent; thence S 52° 50' 25" E, 37.97 feet to a point of curve; thence Easterly on the arc of a curve to the left (radius 25.00 feet, central angle 37° 35' 24") 16.40 feet to a point of tangent; thence N 89° 34' 11" E, 117.70 feet; thence N 0° 25' 49" W, 88.00 feet; thence N 89° 34' 11" E, 450.00 feet; thence S 0° 25' 49" E, 18.00 feet; thence N 89° 34' 11" E, 80.48 feet; thence N 23° 37' 38" E, 13.92 feet; thence S 66° 22' 22" E, 130.00 feet; thence N 23° 37' 38" E, 61.64 feet; thence N 89° 34' 11" E, 25.00 feet; thence S 0° 25' 49" E, 325.00 feet; thence S 89° 34' 11" W, 150.00 feet; thence S 0° 25' 49" E, 100.00 feet; thence S 89° 34' 11" W, 130.00 feet; thence N 0° 25' 49" W, 23.00 feet; thence S 89° 34' 11" W, 80.00 feet; thence S 0° 25' 49" E, 28.00 feet; thence S 89° 34' 11" W, 644.26 feet; thence N 0° 25' 49" W, 18.47 feet; thence S 89° 34' 11" W, 115.20 feet to the West Boundary of said NW 1/4 of the SE 1/4; thence N 0° 23' 50" W, along said boundary 339.03 feet to the point of beginning. Said parcel of land contains 10.749 acres more or less.

BROOKHAVEN VILLAGE FIRST ADDITION

BEGIN at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 28 South, Range 26 East and run N 00°16'31" W along the West boundary thereof a distance of 449.48 feet to the Southwest corner of Brookhaven Village as recorded in Plat Book 71, Page 46, public records of Polk County, Florida; thence along the South boundary of said Brookhaven Village the following courses and distances: N 89°34'11" E 115.20 feet, S 00°25'49" E 18.47 feet and N 89°34'11" E 644.26 feet, N 00°25'49" W 28.00 feet, N 89°34'11" E 80.00 feet, S 00°25'49" E 23.00 feet and N 89°34'11" E 130.00 feet to the Southeast corner of said Brookhaven Village; thence S 00°25'49" E 440.06 feet to the South boundary of said Northwest 1/4 of the Southeast 1/4 of Section 1; thence S 89°48'30" W along said South boundary a distance of 970.67 feet to the POINT OF BEGINNING.

BROOKHAVEN VILLAGE SECOND ADDITION

That part of the NW 1/4 of the SE 1/4 of Section 1, Township 28 South, Range 26 East more particularly described as follows:

Beginning at the NE corner of said NW 1/4 of the SE 1/4 of Section 1; thence S 89°38'32" W along the north line of said NW 1/4 of the SE 1/4 a distance of 920.88 feet to the intersection with the easterly right of way line of County Road 544; thence S 37°08'21" W along said right of way line a distance of 345.48 feet to a point on the north boundary of Brookhaven Village as recorded in

Plat Book 71, Page 46 Polk County; thence S 52°51'20" E along said north boundary a distance of 165.00 feet; thence N 37°08'21" E a distance of 44.95 feet to a point of curve concaved southeasterly having a radius of 35.0 feet; thence northerly and easterly along said curve through a central angle of 90°00'00", an arc distance of 54.98 feet (CH=49.50, CB=N82°08'21"E) to a point of tangency; thence S 52°51'39" E a distance of 8.52 feet to a point of curve concaved northeasterly having a radius of 165.00 feet; thence easterly along said curve through a central angle of 0°50'45", an arc distance of 2.44 feet (CH=2.44, CB=S53°17'02"E) to a point of non-radial intersection; thence S 00°25'49" E a distance of 117.75 feet to the northwest corner of Block 5 of said Brookhaven Village; thence N 89°34'11" E along the north line of said Block 5 a distance of 450.13 feet to the northeast corner of Lot 9, Block 5 of said Brookhaven Village; thence S 00°25'49" E along the east boundary of Lot 9, Block 5, 18.00 feet to the northwest corner of Lot 10, Block 5; thence N 89°34'11" E along the north boundary of said Lot 10 a distance of 80.48 feet to the northerly right of way of China Berry Drive; thence N 23°37'35" E along said right of way line a distance of 13.92 feet; thence S 66°21'58" E a distance of 130.00 feet to the northeasterly corner of Lot 3, Block 6 of said Brookhaven Village; thence N 23°37'38" E a distance of 61.64 feet; thence N 89°34'11" East a distance of 25.00 feet to the northeast corner of Brookhaven Village; thence S 00°26'14" E along the east boundary of said recorded plat a distance of 325.00 feet; thence N 89°34 '44" E a distance of 210. 72 feet to an intersection with the east boundary of said NW 1/4 of the SE 1/4; thence N 0°27'09" W a distance of 782.72 feet to the POINT OF BEGINNING.

State of Florida

Exhibit B



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of THE VILLAGE CLUB, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 759576.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
First day of July, 2020



CR2E022 (01-11)

Laurel M. Lee

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION

OF

THE VILLAGE CLUB, INC.

FILED

NO 11 / 23 PM '81

RECORDS & STATE
DEPARTMENT

758576

THE UNDERSIGNED, subscribers to these Articles of Incorporation, each a natural person competent to contract, do hereby associate themselves together for the purpose of forming a corporation not-for-profit, without capital stock, under the provisions of Part I, Chapter 617, Florida Statutes (1979).

ARTICLE I - NAME

The name of this corporation is THE VILLAGE CLUB, INC. (hereinafter, the Corporation).

ARTICLE II - CORPORATE PURPOSE AND POWERS

Section 1 - Purpose: The primary purpose for which the Corporation is organized is to promote and develop the common good and social welfare of the residents of communities which shall be developed by BROOKHAVEN VILLAGE, INC., a Florida Corporation (hereinafter, the Developer) on all or a portion of the lands in Polk County, Florida, more particularly described in that certain Warranty Deed dated October 1, 19 80, wherein Jack A. Ruder and Mary N. Ruder are the Grantors and BROOKHAVEN VILLAGE, INC. is the Grantee, same being recorded in Official Record Book 1976, Page 1753, Public Records of Polk County, Florida, or on other lands acquired by the Developer from time to time; provided, however, that only those portions of the lands described in the above-referenced Warranty Deed or of lands hereafter acquired by the Developer as shall have been, or hereafter be, subjected to covenants, liens, charges, conditions or restrictions for the benefit of the Corporation and the welfare or betterment of such communities or residents thereof created by deed, indenture or agreement, executed by the Developer, or declaration approved, certified or adopted by resolution of the Board of Directors of this Corporation, shall be considered as the community or communities described in these Articles of Incorporation and the proper object of the powers and purposes of this Corporation.

Section 2 - Powers: Without limiting the generality of Section 1 hereinabove, relating to corporate purpose, the Corporation shall have power to:

- (a) Take and hold any property and to administer and enforce covenants, conditions, restrictions, reservations, securities, profits, licenses, easements, liens or charges for the support and benefit of the Corporation and the welfare and betterment of the communities described in Section 1 of this Article II;
- (b) Affix, levy, collect and enforce payment by any lawful means of, all charges and assessments permitted to be affixed, levied and/or collected by it pursuant to any instrument, either existing or future, which instrument subjects particular realty described therein to covenants, liens, charges, conditions or restrictions for the benefit of the Corporation;
- (c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Corporation;
- (d) Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of 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 municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer.
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose, or annex additional residential property or common area, provided that any

merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds (2/3) of each class of members;

(g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Corporation is organized and shall be operated exclusively for the purpose set forth above. The activities of the Corporation will be financed by assessments against its members, and no part of any net earnings of the Corporation will inure to the benefit of any member; nor shall the Corporation participate in any campaign for or against any candidate for public office, or attempt to influence legislation as a substantial part of its operations.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership: Every person or entity who is the owner of a fee interest in any lot, which is subject to assessment of the Corporation, either present or future, pursuant to the provisions of any recorded instrument relating to such assessment, shall be a member of the Corporation. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. The legal title retained by a vendor selling under a contract shall not qualify such vendor for membership. Foreclosure of a contract or repossession for any reason of a lot or unit sold under contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the vendor.

Section 2 - Voting Rights: The Corporation shall have two classes of voting members as follows:

(a) Class A Membership. Class A members shall be all owners of one or more lots and shall be entitled to one (1) vote for each lot owned by said owner. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised by such owners among

themselves may determine, but, in no event shall more than one (1) vote be cast with respect to any one (1) lot, and in no event shall fractional votes be cast.

(b) Class B Membership. Class B membership shall be the Developer and shall be entitled to four (4) votes for each lot owned. When the Developer ceases to be the original owner of any and all lots to which it holds title and which lots have been subjected to covenants, liens, charges or restrictions for the benefit of the Corporation, then the category of Corporation membership known as Class B shall terminate, and there shall then be but one remaining category of Corporation membership and this shall be Class A.

Section 3 - Suspension of Membership Rights: The membership rights of any Corporation member (including voting rights) may be suspended by action of the Board of Directors for any period during which any assessment against such member's lot remains unpaid and likewise the Board of Directors may suspend the voting rights of any Class A member or tenant thereof for a period not to exceed sixty (60) days for any infraction of the Corporation's published rules and regulations.

ARTICLE IV - DURATION

The duration of the Corporation shall be perpetual.

ARTICLE V - SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

Gary A. Klein

40 Club Ct.
Haines City, FL 33844

Jack A. Ruder

P. O. Box 743
Winter Haven, FL 33880

Susan F. Klein

40 Club Ct.
Haines City, FL 33844

ARTICLE VI - MANAGEMENT

Section 1 - Board of Directors: The affairs of the Corporation shall be managed by a Board of Directors. The Board of Directors shall consist of not less than three (3) persons. The Board of Directors shall be elected in accordance with the procedure provided in the By-Laws and the number of persons so serving may be changed by a duly adopted amendment thereto.

Section 2 - Officers: The Corporation shall have a President, Vice-President and Secretary/Treasurer. These officers shall be elected and hold office in the manner provided for in the By-Laws of the Corporation.

Section 3 - Initial Directors and Officers: The names and addresses of the persons who are to serve as the Directors and Officers of the Corporation until the first election thereof are:

President & Chairman of the Board of Directors	Gary R. Klein 40 Club Ct. Haines City, FL 33844
Vice-President & Vice-Chairman of the Board of Directors	Jack A. Eder P. O. Box 743 Winter Haven, FL 33880
Secretary/Treasurer of the Corporation & Board of Directors	Susan F. Klein 40 Club Ct. Haines City, FL 33844

ARTICLE VII - BY-LAWS AND AMENDMENTS

TO ARTICLES OF INCORPORATION

The By-Laws of the corporation may be amended, rescinded or replaced at any time by a two-thirds vote of the corporate membership present, or voting by proxy, at any corporate meeting; pro-

vided that the notice of any meeting wherein such a vote is to be taken, shall include the text of the proposed amendment to the By-Laws and shall have been furnished either by hand or United States Mail, return receipt requested, to each member of the corporation at least thirty days prior thereto.

The Board of Directors shall have the power to amend the Articles of Incorporation by a two-thirds vote of those Board members present, or voting by proxy, at any meeting thereof: provided that the notice of any meeting wherein such a vote is to be taken, shall include the text of the proposed amendment to the Articles and shall have been furnished either by hand or United States mail, return receipt requested, to each member of the Board of Directors at least thirty days prior thereto.

ARTICLE VIII - AMENDMENT OF ARTICLES
OF INCORPORATION

Amendments to these Articles may be proposed by any member of the Corporation. These Articles of Incorporation may be amended by a two-third (2/3) vote of those members of the Corporation present, or voting by proxy, at any meeting thereof: provided that notice of any meeting wherein such a vote is to be taken, shall include the text of the proposed amendment to the Articles and shall have been furnished either by hand or United States mail, return receipt requested, to each member of the Corporation at least thirty days prior thereto.

ARTICLE IX - INDEMNIFICATION

The Corporation shall indemnify any officer or director of the Corporation, or any former officer or director of the Corporation, to the full extent permitted by the Florida General Corporations Act.

ARTICLE X - CORPORATE ACTIVITY
RESTRICTION TO NOT-FOR-PROFIT CHARACTER

Notwithstanding any other provisions of these Articles of Incorporation, this Corporation shall not carry on any activities not permitted to be carried on by:

A-0003

(a) A corporation exempt from Federal income tax under Sections 501(c)(3) of the Internal Revenue Code or the corresponding provisions of any future United States Internal Revenue Law,

(b) A corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provisions of any future United States Internal Revenue Law.

ARTICLE XI - DEDICATIONS OF ASSETS

The Corporation dedicates all assets which it may acquire to the purpose set forth in Article II hereinafore. In the event of dissolution or other termination of the Corporation, no part of the property of the Corporation, nor any of the proceeds thereof, shall be distributed to the members of the Corporation as such, but all such property and proceeds shall, subject to the discharge of valid obligations of the Corporation, be distributed as directed by the members of the Corporation to the governing body of any community or communities for the welfare of which the Corporation shall have been organized; or to one or more corporations or other organizations which themselves are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future Internal Revenue Code, are operated for the promotion of social welfare, and do not participate or intervene in any political campaign on behalf of or opposition to any candidate for public office.

IN WITNESS WHEREOF, the undersigned have subscribed their names under seal this 24th day of July, 1981.

Gary R. Kline
Jack H. Kuder
Swan P. Tsien

STATE OF FLORIDA
COUNTY OF POLK }

BEFORE ME, the undersigned authority, personally appeared
Harry L. Klein, Jack D. Linder and
Sharon P. Klein, to me well known and well known to me
to be the persons described in and who subscribed their names to
the foregoing Articles of Incorporation, and who acknowledged
before me that they executed the said Articles of Incorporation
for the uses and purposes therein expressed.

WITNESS my hand and official seal in the aforesaid County
and State, this 9th day of July, 1967.

(SEAL)

Patricia Rogers
NOTARY PUBLIC, STATE OF FLORIDA
at Large

My Commission Expires:

EXPIRY DATE OF COMMISSION EXPIRES
ON SEPTEMBER 15, 1971
Notary Public Patricia Rogers, 6022222

A-9002

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN FLORIDA, HAVING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST--THAT THE VILLAGE CLUB, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Palmdale City
(CITY)

STATE OF Florida HAS NAMED Susan P. Klein
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 11th Ct.
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Palmdale City STATE OF FLORIDA, AS ITS AGENT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE Susan P. Klein
(CORPORATE OFFICER)

TITLE Secretary / Treasurer

DATE August 4, 1991

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COM-
PLETE PERFORMANCE OF MY DUTIES.

SIGNATURE Susan P. Klein
(RESIDENT AGENT)

DATE August 4, 1991

CORP. 25
1/1/76

FILED

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
INCORPORATION OF THE VILLAGE CLUB, INC.

We, the undersigned, President and Secretary/Treasurer of THE VILLAGE CLUB, INC., a not-for-profit corporation, organized under the laws of the State of Florida and located in the City of Gaines City in such state, hereby certify.

1. The name of the corporation is THE VILLAGE CLUB, INC.
2. The Articles of Incorporation are amended by the following resolution duly adopted by the Board of Directors:

RESOLVED, that the Articles of Incorporation, shall be amended so that Article VII is eliminated and the following substituted for such Article VII.

ARTICLE VII - AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be amended, rescinded or replaced at anytime by a two-third (2/3) vote of the Corporate membership present, or voting by proxy at any Corporate meeting: provided that the notice of any meeting wherein such a vote is to be taken, shall include the text of the proposed amendment to the By-Laws and shall have been furnished either by hand or United States Mail, Return Receipt requested, to each member of the Corporation at least thirty (30) days prior thereto.

3. The above Amendment to the Articles of Incorporation was adopted by resolution and unanimous vote of the Board of Directors of THE VILLAGE CLUB, INC. at that certain Special Meeting of the Directors held at Gaines City, Florida, on September 14, 1981.

EXECUTED this 14th day of September, A. D., 1981, at Gaines City, Florida.

(CORPORATE SEAL)

Gary R. Klein
GARY R. KLEIN, President & Chairman
of the Board of Directors

Susan P. Klein
SUSAN P. KLEIN, Secretary/Treasurer
of the Corporation and Board of Directors

STATE OF FLORIDA

COUNTY OF PALM

BEFORE ME personally appeared JOHN R. KLEIN and ELLEN P. KLEIN, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary/Treasurer of THE VILAGE CLUB, INC., a Florida not-for-profit corporation, and severally acknowledged to me and before me that they executed said instrument as such President and Secretary/Treasurer, respectively, of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 14th day of September, 1981.

(SEAL)


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

BEFORE FIRST STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES MAY 15 1983
NOTICE NEW GENERAL REG. 10/1/81/10/1/81

John G.




Exhibit C

INSTR # 2019233950
BK 11029 Pgs 1564-1575 PG(s)12
RECORDED 11/04/2019 02:32:05 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$103.50
RECORDED BY shauruss

THE VILLAGE CLUB, INC.

BY-LAWS

REVISED
1992

THE VILLAGE CLUB 
6309 BAYBERRY BLVD NE
WINTER HAVEN, FL 33881

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BY - LAWS

ARTICLE I
Definitions

"Association" means the VILLAGE CLUB, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

"Indenture" means such Indenture(s) as may from time to time contain the covenants, liens, and charges established for the benefit of the Association, its Members, and the property and the residents of the communities located thereon.

"Village Property" means any property subject to the Indenture or the covenants, liens or charges imposed thereby.

ARTICLE II
Location

The principal office of the Association shall be located at Brookhaven Village Club House, 6309 Bayberry Boulevard, Winter Haven, Florida, 33881.

ARTICLE III
Membership

1. Eligibility. The Members of the Association are determined by Article III, Section 1, of its Articles of Incorporation. The rights of Members are subject to (a) the payment of the annual charges imposed by the Indenture, and (b) compliance with the covenants of the Indenture and the rules and regulations of the Board of Directors regarding the use of Village Property and the conduct of Members, their families, their tenants, and the guests of any thereof. As provided in the Articles, the voting and other membership rights of any Member may be suspended by action of the Directors during any period when such Member shall have failed to pay Annual Charges then due and payable; but, upon payment of such Charges, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of Village Property, or any Common Facilities, or the personal conduct of any person thereon, the voting or other membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed 30 days, if he, any member of his family, his tenants, or the guests of any thereof shall have violated such rules and regulations..

2. Rights and prerequisites of membership. Each Member is entitled to the use and enjoyment of Village Property and Community Facilities in accordance with the Indenture. Such rights may be delegated to and exercised by all members of his family who reside upon the Property, any of his tenants who reside there under a lease for a term of one year or more, and the guests of any thereof. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the member of any person who shall be entitled to exercise such rights under this Section. The rights and privileges of such person are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the preceding Section.

PAGE 1

ARTICLE IV
Meeting of Members

1. Annual Meetings. The Annual Meeting of the Members shall be held at the clubhouse at 6309 Bayberry Blvd., Winter Haven, Florida, 33881, or at any other address specified in the Notice of the Meeting, on the second Monday of December of each year at 7:00 P.M. The election of Directors and the Budget approval will be held at this time. Directors elected at this meeting will take office on January 1 the following year.

2. General Meetings. Additional meetings of the members will be held at the clubhouse at 7:00 P.M. on the first Monday of February, March and November. The Auditing Committee report will be posted on the bulletin board for the February meeting.

3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, or by three or more directors. The Secretary shall call a special meeting upon written request of one-fourth of eligible voters of the membership.

4. Notices. Notices of meetings shall be given to the Members by the Secretary. Notice may be given to the Members either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his address and any change in address with the Secretary.) Notice of any meeting, regular or special, shall be mailed not less than twenty (20) or more than fifty (50) days in advance of the meeting and shall set forth the purposes of the meeting.

5. Proxy Voting. At any membership meeting the presence, whether in person or by proxy, of 10% or more of the total membership shall constitute a quorum for the transaction of business. All proxies shall be in writing and be filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified member at the date of the meeting and any proxy given more than 11 months before the date of the meeting, shall be void. The proxy and the transaction of any other business shall contain the following information: The purpose of the proxy, the identity of the person who will vote the proxy and a place for the signature of the person granting the proxy.

See Article VII regarding election of Directors.

ARTICLE V
Board of Directors

1. Membership and Powers. The association shall be governed by a Board of Directors in accordance with Article VI, Section 1, of the Articles of Incorporation of the Association. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power:

- (a) To appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient (nothing contained in the By-Laws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever).
- (b) To establish, levy, assess and collect the Annual Charges and all other charges referred to in the Indenture.
- (c) To adopt and publish rules and regulations governing the use of Village Property and Community Facilities, and the personal conduct of Members, their families, their tenants, and their guests with respect thereof.
- (d) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those expressly reserved to the Members.
- (e) In the event any member of the Board of Directors of the Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting in which such third absence occurs declare the office of said absent Director to be vacant.

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

- (a) To cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the Members at each Meeting of the Members or at any special meeting when requested in writing by one-fourth ($\frac{1}{4}$) of the full membership.
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) In accordance with the Indenture:
 - (i) To propose the yearly budget and to fix the amount of the Annual Charge against each lot or living unit for the calendar year in advance on or before December 20th preceding the year for which such Charge is to made.

PAGE 3

Book11029/Page1569 CFN#2019233950

Page 6 of 12

Book11604/Page2284 CFN#2021054395

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ARTICLE VII
Election of Directors

1. **Ballots.** The election of Directors shall be by written ballot as hereinafter provided. At each Annual Meeting or at any special meeting called for the purpose of electing Directors, the Members may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Articles of Incorporation of the Association. The nominees receiving the largest number of votes shall be elected.

2. **Nominations; Nominating Committee.** Nominations for election to the Board of Directors shall be made by the Nominating Committee, which shall consist of a Director, who shall be the Chairman, and one or more Members of the Association, or an officer of a corporate member. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the Members to serve during such Annual Meeting and until the next Annual Meeting or until its successor shall have been duly designated and qualified. The members of the Nominating Committee shall be announced at each Annual Meeting of the Members.

3. **Nominees.** 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 to be filled. Such nominations may be made from among Members or nonmembers, as the committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 4 and shall be made in advance of the time fixed in Section 4 for the mailing of such ballots to the Members. All Directors elected shall be for a term of 2 years.

4. **Procedure.** All elections of the Board of Directors shall be made on written ballots which shall:

- (a) Describe the vacancies to be filled.
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies.
- (c) Contain a space for a write-in vote by the members for each vacancy.

Such ballot shall be prepared and mailed or hand delivered by the Secretary to the Members at least twenty four (24) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Annual Meeting or any special meeting called for the purpose of electing Directors.)

5. **Voting.** Each Member will receive a ballot either by mail, or hand delivered on which he may cast the number of votes to which he is entitled. Members will certify receipt of hand delivered ballots by signing for same. Mailed ballots will be certified by a member of the Nominating Committee on the date of mailing. The completed ballot shall be returned in the manner hereinafter outlined. The ballot shall be returned to the Secretary at such an address as may be clearly designated by the Secretary.

ARTICLE VII (Cont.)

6. **Processing.** Upon the receipt of each return, the Secretary shall immediately place it in a safe place. Not more than twenty-one (21) days prior to the day set for the meeting at which the elections are to be held, the envelopes shall be turned over, unopened, to an Election Committee which shall consist of three persons appointed by the Board of Directors. All returns thereafter received by the Secretary on or before the date set for a return shall accordingly be turned over to the Election Committee. The Election Committee shall adopt a procedure which shall;

Establish that the Member is entitled to cast the
number of votes indicated on the ballot

After the procedure has been completed relative to a ballot, the count of the vote shall be taken. All ballots as well as any continuing tally of the votes shall be kept by the Election Committee, when not being processed, in a safe place. The ballots shall be retained for thirty (30) days after the meeting and then destroyed.

ARTICLE VIII
Officers

1. **Offices.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer. All officers shall be members of the Board of Directors.

2. **Election by Board of Directors.** All officers shall be elected at the Annual meeting of the board and shall take office on the first of January the following year, and shall hold office January first to December 31 or until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal in accordance with the By-Laws. The officers shall be chosen by a majority vote of the Directors.

3. **President; duties.** The president shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. He may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

4. **Vice President; duties.** The Vice President shall perform all of the duties of the President in the event of his absence or disability, and when so acting shall have all of the powers and be subject to all restrictions placed upon the President.

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ARTICLE VIII (Cont.)

5. Secretary: duties. The secretary shall act as secretary of the Board of Directors and shall:

- (a) ~~Record the votes and keep the minutes of all proceedings in a book to be kept for that purpose.~~
- (b) Sign all certificates of membership if such are required.
- (c) Keep the records of the Association.
- (d) Record the names and addresses of all Members of the Association.
- (e) See that all notices are duly given as required by the By-Laws or applicable law.
- (f) Be custodian of the corporate seal.

6. Treasurer: duties. The treasurer shall:

- (a) Receive and deposit in bank accounts approved by the Board, all monies of the Association and shall disburse such funds as directed. A resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.
- (b) Sign all checks and notes of the Association which will be countersigned by the President or any other member of the Board of Directors designated by the Board.

7. Books and Accounting. The Treasurer shall:

- (a) Keep proper books of account and deliver same to be audited annually, by the Association's Audit Committee, at such Committee's request.
- (b) Prepare an annual budget and operating expense statement compared to the annual budget and an end of the year balance sheet which shall be presented to the membership at its February meeting.

ARTICLE IX

1. Standing Committees. Standing committees of the Association shall be the Nominating Committee, the Maintenance Committee, and the Audit Committee. Unless otherwise provided herein each committee shall consist of the Chairman and two or more members as determined by the Board, at least one of whom shall be a Director. Each committee shall be appointed by the Board of Directors at its February meeting to serve until its successor shall have been duly elected and qualified except that the Nominating Committee shall be appointed in accordance with Article VII (2) hereof. The Board of Directors may appoint such other committees as it deem~~s~~ desirable.

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ARTICLE IX (Cont.)

2. Nominating Committee. The Nominating Committee shall have the duties and functions described in Article VII .

3. Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of any Village Property and Community Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

4. Audit Committee. The Audit Committee shall audit, annually, the Association's books and approve the annual budget and balance sheet statement to be posted on board. Treasurer shall be an ex-officio member of the committee.

5. Subcommittees. With the exception of the Nominating Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any subcommittee any of its powers, duties and functions.

6. General duties. It shall be the duty of each committee to receive complaints from the Members on any matter involving Association functions, duties and activities within the field of its responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X Books and Papers

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

ARTICLE XI Corporate Seal

The Association shall have a seal in circular form having within its circumference the word: The Village Club, Inc., a Florida nonprofit corporation incorporated 1981.

ARTICLE XII Amendments

1. Amendment procedure. These By-Laws may be amended, at a regular or special meeting of the Members, by a two-thirds (2/3's) vote of the corporate membership present in person or by proxy; provided that the notice of any meeting wherein such a vote is to be taken, shall include the text of the proposed amendment to the By-Laws and shall have been furnished by hand or United States Mail, return receipt requested to each member of the corporation at least thirty (30) days prior thereto; and provided further those provisions of these By-Laws which are covered by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact covered by the Indentures may not be amended except as provided therein.

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ARTICLE XII (Cont.)

2. Resolution of conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Indenture(s) and these By-Laws, the Indenture(s) shall control.

ARTICLE XIII

1. Parliamentary Authority. In any controversy over parliamentary procedures Roberts Rules shall prevail.

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ARTICLE V (cont.)

- (ii) To prepare a roster of the properties and Annual Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.
- (iii) To send written notice of each assessment to every owner subject thereto.
- (d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate stating whether any Annual Charge has been paid, which shall be conclusive evidence that any charge stated therein has or has not been paid.

3. Vacancies. Vacancies in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors and any such appointed Director shall hold office for the unexpired term of his predecessor in office.

ARTICLE VI
Directors' Meetings

1. Annual Meetings. The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the Members in each year.

2. Triannual Meetings. A regular meeting of the Board of Directors shall be held at the office of the Association specified in Article 11 above on the first Tuesday of the months of January, March and November at 7:00 P.M.; provided that the Board of Directors may, by resolution, change the day and hour or the place of holding such regular meeting.

3. Notices; waiver. Notice of any special meeting shall be sufficient if mailed to each Director, postage prepaid, at his address as it appears on the records of the Association, at least three days before the meeting or given personally or by telephone not later than the day before the meeting, or to any Director who in writing (before or after the meeting) waives such notice. Notice of all meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency.

4. Special Meetings. Special meetings of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two Directors. The action of a majority of the Board, although not at a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

5. Quorum. At all meetings of the board a majority of the Board of Directors shall constitute a quorum, and, except as otherwise provided by law or by the By-Laws, the act of a majority of the Directors present shall be the act of the Board.

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Owner(s)	Property Appraiser Parcel ID No.	Legal Description
CUNNINGHAM THOMAS R & CUNNINGHAM CHERYL A	26-28-01-521030-001010	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 1 LOT 1 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
OQUINN SAMMY & OQUINN CAROL	26-28-01-521030-001020	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 1 LOT 2 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
ROBICHAUD CINDY & TAYLOR ROBERT H & TAYLOR J	26-28-01-521030-001030	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 1 LOT 3 & AN INT IN COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BOULE THOMAS & BOULE MARIE	26-28-01-521030-002010	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 1 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
REPP GORDON D & PATRICIA REPP	26-28-01-521030-002020	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOTS 2 & 3 BEG NE COR RUN SWLY ALONG CURVE 14.85 FT N 70 DEG 11 MIN 55 SEC W 96.26 FT N 13 FT 5 71 DEG 38 MIN 10 SEC E 98.75 FT TO POB & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
NEWBERRY RHETA	26-28-01-521030-002032	BROOKHAVEN VILLAGE PB-71 PG-46 BLK 2 LOT 3 LESS BEG NE COR RUN SWLY ALONG CURVE 14.85 FT N 70 DEG 11 MIN 55 SEC W 96.26 FT N 13 FT 5 71 DEG 38 MIN 10 SEC E 98.75 FT TO POB & LOT 4 LESS 5 15 FT & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CASE HARRIETT E	26-28-01-521030-002041	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 4 5 15 FT AND ALL LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CASE HARRIETT E	26-28-01-521030-002041	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 4 5 15 FT AND ALL LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
RESTIVO THERESA	26-28-01-521030-002060	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PROPPS JOSEPHINE	26-28-01-521030-002070	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BEAMISH JANET & BEAMISH DAVID	26-28-01-521030-002080	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 2 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CRITTENDEN HOWARD V & CRITTENDEN MARY R	26-28-01-521030-003010	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 1 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GIANNICO FERDINAND	26-28-01-521030-003020	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 2 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BARBOUR DONALD G	26-28-01-521030-003030	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CRESPO HERIBERTO CRESPO & RIVERA MARIA DEL C LEBRON	26-28-01-521030-003040	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
NORTHROP JANET L	26-28-01-521030-003050	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BUISCH CAROL P	26-28-01-521030-003060	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
STEVENS LARRY D	26-28-01-521030-003070	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SUTTON DANITA & SUTTON ALBERT	26-28-01-521030-003080	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GROFF MARY & GROFF CARLTON	26-28-01-521030-003090	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BURTON FAMILY TRUST	26-28-01-521030-003100	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BERNER QUI DANH	26-28-01-521030-003110	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
EBERLE RAYMOND	26-28-01-521030-003120	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 12 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SHRADER JEWELL	26-28-01-521030-003130	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 3 LOT 13 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597

Owner(s)	Property Appraiser Parcel ID No.	Legal Description
JEFFREY JOSEPH EDWARD & JEFFREY PHYLLIS & JEFFREY JAMES EDWARD	26-28-01-521030-004010	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 1 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FERGUSON FLOYD L & FERGUSON CAROL A	26-28-01-521030-004020	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 2 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BENCINA GREGORY E & BENCINA MARION M	26-28-01-521030-004030	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SHIPP KATHLEEN A	26-28-01-521030-004040	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TRAUTNER ANTOINETTE L	26-28-01-521030-004050	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SCHMIDT JAMES H & SCHMIDT LESLIE	26-28-01-521030-004060	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
VERGARA CANDIDO & VERGARA CARMEN	26-28-01-521030-004070	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
KOCOT SALLY FAY REED	26-28-01-521030-004080	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
MCGUIRE THOMAS J	26-28-01-521030-004090	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
MILLER ROSEMARY C	26-28-01-521030-004100	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SMITH LORNA JUNE ESTATE OF & KLINE JEFFREY M	26-28-01-521030-004110	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TROMBLEY WILLIAM E & TROMBLEY JACQUELINE A	26-28-01-521030-004120	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 12 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PAUS MICHAEL A & PAUS JUDY M	26-28-01-521030-004130	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 13 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CHEATHAM PHILLIP D & CHEATHAM BARBARA S	26-28-01-521030-004140	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 14 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CHAPMAN CHARLES & CHAPMAN NANCY	26-28-01-521030-004150	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SMITH DONALD L	26-28-01-521030-004160	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 16 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
LYON LORETTA L & LYON THEODORE A	26-28-01-521030-004170	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 17 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TURCANU SERGIU	26-28-01-521030-004180	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 18 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CHENNAUSKY KIM MARIE	26-28-01-521030-004190	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 19 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DUNCAN GEORGE C	26-28-01-521030-004200	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 20 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DUNLOP FRED G & DUNLOP BRENDA J	26-28-01-521030-004210	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 21 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
EDES DAVID F & EDES KATHRYN F	26-28-01-521030-004220	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 22 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FEKETY JOHN T & FEKETY MELINDA E	26-28-01-521030-004230	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 23 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DOWNES GENE & DOWNES DEDE	26-28-01-521030-004240	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 24 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CASTRO FRANK J	26-28-01-521030-004250	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 25 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WIESSNER RAY	26-28-01-521030-004260	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 26 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PIERCE ROBERT	26-28-01-521030-004270	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 4 LOT 27 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597

Owner(s)	Property Appraiser Parcel ID No.	Legal Description
VILLAGE CLUB INC HOMEOWNERS ASSOC	26-28-01-521030-005011	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 1 LESS E 10 FT
PILLON HELEN	26-28-01-521030-005012	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 2 & E 10 FT OF LOT 1 & AN INT IN ALL COMM ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GROSSMANN CATHERINE	26-28-01-521030-005030	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CORLISS CHARLES OLIN & CORLISS SUSAN LYN	26-28-01-521030-005040	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
REID DALE & GARETT JONATHAN	26-28-01-521030-005050	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FOWLSTON ESTHER S LIVING TRUST	26-28-01-521030-005060	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BROCK WILLIAM J & BROCK WENDY J	26-28-01-521030-005070	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DONAY DONALD T & DONAY JUDITH C	26-28-01-521030-005080	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
LAMB DONALD & LAMB IRENE	26-28-01-521030-005090	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GILBERT JOSEPH & GILBERT MARY	26-28-01-521030-005100	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
HOPKINS STEPHEN P	26-28-01-521030-006030	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GRANGER STEPHEN L & BAILEY NANCY J	26-28-01-521030-006040	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
THEANDER DOUGLAS H	26-28-01-521030-006050	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PAUS MICHAEL A & PAUS JUDY M	26-28-01-521030-006060	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
YOUNG CHARLES E & YOUNG LOUEVA G & YOUNG RONALD C & YOUNG CHARLES E III	26-28-01-521030-006070	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SLATE PAUL	26-28-01-521030-006080	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
LUEDTKE KAREN L SURVIVOR'S TRUST	26-28-01-521030-006090	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SMITH KENNETH V & SMITH MAUREEN A	26-28-01-521030-006100	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521030-002090	LYING W & NWLY BLK 2 LOTS 1 THRU 8
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521030-001040	LYING NWLY OF BLK 1 LOTS 1 THRU 3
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521030-005011	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 5 LOT 1 LESS E 10 FT
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-000000-023020	BEG SW COR OF LOT 1 OF BROOKHAVEN VILLAGE RUN W 117.70 FT TO CURVE WLY ALONG CURVE 16.40 FT N 52 DEG 50 MIN 25 SEC W 37.97 FT TO CURVE NLY ALONG CURVE 39.27 FT N 37 DEG 09 MIN 35 SEC E 180 FT TO CURVE ELY ALONG CURVE 54.98 FT S 52 DEG 50 MIN 25 SEC E 11 FT S 205.72 FT TO POB (KNOWN AS COMMON AREA)
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521030-006110	BROOKHAVEN VILLAGE PB 71 PG 46 BLK 6 RECREATION AREA
SORRELLS LON & SNIPES SORRELLS VICKY F	26-28-01-521031-002090	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 9 & AN INT IN ALL COMM ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
OROPEZA RADHAMES A	26-28-01-521031-002100	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DUDDMAN WILLIAM R	26-28-01-521031-002110	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DYER GORDON W & DYER MAUREEN G	26-28-01-521031-002120	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 12 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597

<u>Owner(s)</u>	<u>Property Appraiser Parcel ID No.</u>	<u>Legal Description</u>
HENRY KENNETH W & HENRY SUSAN G	26-28-01-521031-002130	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 13 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DUNBAR JOE E & DUNBAR TINIE A	26-28-01-521031-002140	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 14 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
NICHOLS PATRICIA J	26-28-01-521031-002150	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SHOCK GARY H & SHOCK BARBARA A	26-28-01-521031-002160	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 16 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WILLIAMS DONALD M & WILLIAMS LOUISE S	26-28-01-521031-002170	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 2 LOT 17 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WARNER PHYLLIS L	26-28-01-521031-003140	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 14 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TROMBLEY WILLIAM F & TROMBLEY BONNIE K	26-28-01-521031-003150	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 3 LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
HOWARD CLIFTON M & HOWARD VIOLET L	26-28-01-521031-003160	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 16 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WRIGHT JEANNETTE K & WRIGHT F WAYNE	26-28-01-521031-003170	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 3 LOT 17 & AN INTN IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FLOOD CARL W & FLOOD PATRICIA S	26-28-01-521031-003180	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 18 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BABLER JOSEPH EDMOND & BABLER BETTY LOU	26-28-01-521031-003190	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 19 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TOMPKINS CALVIN M & TOMPKINS SANDRA J	26-28-01-521031-003200	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 3 LOT 20 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
HOLROYD ELAINE M	26-28-01-521031-003210	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 21 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
ZIKAN RANDY A & ZIKAN JEAN M	26-28-01-521031-003220	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 22 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
MCCARTY CHARLES R & MCCARTY ALICE P	26-28-01-521031-003230	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 23 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GIANNICO ANTOINETTE	26-28-01-521031-003240	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 24 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
ALEXANDER KENNETH & ALEXANDER NANCY	26-28-01-521031-003250	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 3 LOT 25 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GARBER PATRICIA A	26-28-01-521031-006110	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 6 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WEEKS RICHARD P & WEEKS MYRA M & WEEKS RICHARD P	26-28-01-521031-006120	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 6 LOT 12 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
KOCH DENNIS LIVING TRUST	26-28-01-521031-006130	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 6 LOTS 13 & N 25 FT OF 14 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BERGER REID C	26-28-01-521031-006142	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 6 LOTS 14 S 25 FT & LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BERGER REID C	26-28-01-521031-006142	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 6 LOTS 14 S 25 FT & LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FURGESON DORIS	26-28-01-521031-006160	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 6 LOT 16 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PEREZ RAMON	26-28-01-521031-007010	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 1 & INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
HAWKINS BRIAN & HAWKINS ANNETTE	26-28-01-521031-007020	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 7 LOT 2 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
THOMAS DAVID L & THOMAS SUSAN L	26-28-01-521031-007030	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 7 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597

<u>Owner(s)</u>	<u>Property Appraiser Parcel ID No.</u>	<u>Legal Description</u>
YASKOW JAMES H & YASKOW MARIA H	26-28-01-521031-007040	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
ROBINSON CONNIE S	26-28-01-521031-007050	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
MURPHY JEAN H TRUST	26-28-01-521031-007060	BROOKHAVEN VILLAGE FIRST UNIT PB-75 PG-17 BLK 7 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
KENNEDY ROBERT C & KENNEDY DENISE	26-28-01-521031-007070	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PACHECO HENRY CLARK	26-28-01-521031-007080	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
OWENS CLAUDE & OWENS BETTY JEAN	26-28-01-521031-007090	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WOODS JEROME M & WOODS KAREN	26-28-01-521031-007100	BROOKHAVEN VILLAGE FIRST ADDITION PB 75 PG 17 BLK 7 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
NIEMEYER DAVID N AND REBECCA L FAMILY TR	26-28-01-521031-007110	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
SAIA MARGARET A & SAIA SALVATORE F	26-28-01-521031-007120	BROOKHAVEN VILLAGE FIRST ADDITION PB 75 PG 17 BLK 7 LOT 12 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
PENDRED EDWARD G & PENDRED MARY H	26-28-01-521031-007130	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 13 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
OVERHOLSER THOMAS D & OVERHOLSER BEVERLY A	26-28-01-521031-007140	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 14 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
FRANTZ SUZANNE M	26-28-01-521031-007150	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 15 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GALKIEWICZ RICHARD & GALKIEWICZ JOAN M	26-28-01-521031-007160	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 16 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CATRON JOHN W & CATRON MELISSA P	26-28-01-521031-007170	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 17 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BRAATZ WILLIAM F	26-28-01-521031-007180	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 7 LOT 18 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
ABBOTT RICHARD J	26-28-01-521031-007191	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 7 LOT 19 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TARENTINO NANCY	26-28-01-521031-007200	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 7 LOT 20 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
GONZALEZ JIMMY MUNIZ & CARDENALES GLORIA ESTHER SANCHEZ	26-28-01-521031-007210	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 21 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CLARK WILLIAM & CLARK GLORIA	26-28-01-521031-007220	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 22 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DURBIN LORIA	26-28-01-521031-007230	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 7 LOT 23 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
KING LYNN C LIVING TRUST	26-28-01-521031-008010	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 1 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
J & G TWOHIG FAMILY TRUST	26-28-01-521031-008020	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 2 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
TWOHIG J & G FAMILY TRUST	26-28-01-521031-008030	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 3 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
STCYR JAMES R & STCYR BARBARA ANN	26-28-01-521031-008040	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 4 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
KAUFMAN SHIRLEY A	26-28-01-521031-008050	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 5 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
BLAUM ROSEMARY OLIVIA	26-28-01-521031-008060	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 6 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597

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SPONSELLER WILLIAM	26-28-01-521031-008070	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 BLK 8 LOT 7 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
WALKER THEODORE L & WALKER TAMMY A	26-28-01-521031-008081	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 8 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
CHINCHAR DAVID M	26-28-01-521031-008090	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 9 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
DENIO MELVIN C & DENIO SHIRLEY ANN	26-28-01-521031-008100	BROOKHAVEN VILLAGE FIRST ADDITION PB 75 PG 17 BLK 8 LOT 10 & AN INT IN ALL COMMON ELEMENTS AS PER 2294 PG 57 & OR 3012 PG 1597
STASSON GERALD D & STASSON KATHLEEN L	26-28-01-521031-008110	BROOKHAVEN VILLAGE FIRST ADD PB-75 PG-17 BLK 8 LOT 11 & AN INT IN ALL COMMON ELEMENTS AS PER OR 2294 PG 57 & OR 3012 PG 1597
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521031-002180	BROOKHAVEN VILLAGE FIRST ADDITION PB 15 PG 17 BUFFER ZONE LYING WLY OF BLK 2
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521031-005170	BROOKHAVEN VILLAGE FIRST ADD PB 75 PG 17 LOT A
MALATESTA GERALDINE	26-28-01-521033-000010	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 1 & INT IN ALL COMMON ELEMENTS
BILLIET LINDA K & LINGENFELTER PATTI	26-28-01-521033-000020	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 2 & INT IN ALL COMMON ELEMENTS
OUELLETTE RONALD A & GRUPE JOAN M	26-28-01-521033-000030	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 3 & INT IN ALL COMMON ELEMENTS
COBELL GEORGIA ANN	26-28-01-521033-000040	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 4 & INT IN ALL COMMON ELEMENTS
CLARK WILLIAM J & CLARK SANDRA L	26-28-01-521033-000050	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 5 & INT IN ALL COMMON ELEMENTS
YOST JACK L	26-28-01-521033-000060	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 6 & INT IN ALL COMMON ELEMENTS
VAZQUEZ LUIS & COTTO MARIA	26-28-01-521033-000070	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 7 & INT IN ALL COMMON ELEMENTS
COVINO CAROLYN S	26-28-01-521033-000080	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 8 & INT IN ALL COMMON ELEMENTS
PADGETT MARY E	26-28-01-521033-000090	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 9 & INT IN ALL COMMON ELEMENTS
LEWIS VICKI	26-28-01-521033-000100	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 10 & INT IN ALL COMMON ELEMENTS
WELLS LUCILLE	26-28-01-521033-000110	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 11 & INT IN ALL COMMON ELEMENTS
CRITTENDEN RANDALL STUART	26-28-01-521033-000120	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 12 & INT IN ALL COMMON ELEMENTS
WRIGHT BILLY E & WRIGHT ELIZABETH	26-28-01-521033-000130	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 13 & INT IN ALL COMMON ELEMENTS
RAVEN CHRISTOPHER & RAVEN LAURETTA	26-28-01-521033-000140	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 14 & INT IN ALL COMMON ELEMENTS
WOODRUFF GEORGIA A	26-28-01-521033-000151	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 15 & INT IN ALL COMMON ELEMENTS
HILLIS GERALD WALTER & HILLIS DEIRDRE A	26-28-01-521033-000160	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 16 & INT IN ALL COMMON ELEMENTS
SIMONS KATHRYN M	26-28-01-521033-000170	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 17 & INT IN ALL COMMON ELEMENTS
DANIELS FAMILY TRUST	26-28-01-521033-000180	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 18 & INT IN ALL COMMON ELEMENTS
CORTI JOHN A & CORTI MARY C	26-28-01-521033-000190	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 19 & INT IN ALL COMMON ELEMENTS
BERNDT JOHN H & BERNDT ANNELIE I	26-28-01-521033-000200	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 20 & INT IN ALL COMMON ELEMENTS
NEFF GEORGE H & NEFF FRANCES M	26-28-01-521033-000210	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 21 & INT IN ALL COMMON ELEMENTS
CLEGG THOMAS E & CLEGG MARIE	26-28-01-521033-000220	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 22 & INT IN ALL COMMON ELEMENTS
REYNOLDS DALLAS J & REYNOLDS JUDITH L	26-28-01-521033-000230	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 23 & INT IN ALL COMMON ELEMENTS
MCDANIEL WILLIAM P II & MCDANIEL GINGER M & REYNOLDS DALLAS J & REYNOLDS HOLLY B	26-28-01-521033-000240	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 24 & INT IN ALL COMMON ELEMENTS
TAYLOR MONA LISA REVOCABLE LIVING TRUST AGREEMENT	26-28-01-521033-000250	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 25 & INT IN ALL COMMON ELEMENTS
SUTTON PATRICK & SUTTON LORRAINE B	26-28-01-521033-000260	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 26 & THAT PART OF LOT 27 DESC AS BEG AT SE COR OF LOT 27 RUN W 98.07 FT N 6 FT S 86 DEG 55 MIN 45 SEC E 98.25 FT TO POB & INT IN ALL COMMON ELEMENTS
ROC 123 ENTERPRISES LLC	26-28-01-521033-000271	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 27 LESS BEG AT SE COR OF LOT 27 RUN W 98.07 FT N 6 FT S 86 DEG 55 MIN 45 SEC E 98.25 FT TO POB & INT IN ALL COMMON ELEMENTS
BUFTON ERNEST & BUFTON CAROL	26-28-01-521033-000280	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 28 & INT IN ALL COMMON ELEMENTS

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STREISFELD HARVEY & STREISFELD KATHLEEN	26-28-01-521033-000290	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 29 & INT IN ALL COMMON ELEMENTS
PATCH JEFFREY E & PATCH JANICE	26-28-01-521033-000300	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 30 & INT IN ALL COMMON ELEMENTS
LAKHAN JOYCE M	26-28-01-521033-000310	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 31 & INT IN ALL COMMON ELEMENTS
APITZ JAY	26-28-01-521033-000320	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 32 & INT IN ALL COMMON ELEMENTS
DALPONSO ROBERT F	26-28-01-521033-000330	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 33 & INT IN ALL COMMON ELEMENTS
GERVASI CAROL T	26-28-01-521033-000340	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 34 & INT IN ALL COMMON ELEMENTS
MURPHY JEAN H	26-28-01-521033-000350	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 35 & INT IN ALL COMMON ELEMENTS
HARLOW RUSS D	26-28-01-521033-000360	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 36 & INT IN ALL COMMON ELEMENTS
ERIKSEN DANIEL R & ERIKSEN CAROL L	26-28-01-521033-000370	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 37 & INT IN ALL COMMON ELEMENTS
CAPEZZA DOROTHY A	26-28-01-521033-000380	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 38 & INT IN ALL COMMON ELEMENTS
STONE RICHARD L & STONE BETTY J	26-28-01-521033-000390	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 39 & INT IN ALL COMMON ELEMENTS
LAVIN MICHAEL ANTONIO	26-28-01-521033-000400	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 40 & INT IN ALL COMMON ELEMENTS
HISLER TRUST NYLA	26-28-01-521033-000410	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 41 & INT IN ALL COMMON ELEMENTS
BRUNS ALVIRA M	26-28-01-521033-000420	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 42 & INT IN ALL COMMON ELEMENTS
ROBERTS JANET C & HURD DALE E	26-28-01-521033-000430	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 43 & INT IN ALL COMMON ELEMENTS
BOWLING JASON W	26-28-01-521033-000440	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 44 & INT IN ALL COMMON ELEMENTS
BUTCHER DAVID & BUTCHER CHRISTINE	26-28-01-521033-000450	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 45 & INT IN ALL COMMON ELEMENTS
EICHHORST WALDEMAR J & DARLENE A REVOCABLE LIVING	26-28-01-521033-000460	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 46 & INT IN ALL COMMON ELEMENTS
LOVE JAMES D	26-28-01-521033-000470	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 47 & INT IN ALL COMMON ELEMENTS
UPP JOYCE E STANTON	26-28-01-521033-000480	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 48 & INT IN ALL COMMON ELEMENTS
PATCH JEFFREY E & PATCH JANICE	26-28-01-521033-000490	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 49 & INT IN ALL COMMON ELEMENTS
WILLOUGHBY CHESTER WAYNE	26-28-01-521033-000500	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 50 & INT IN ALL COMMON ELEMENTS
WILKIE RICHARD F	26-28-01-521033-000510	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 51 & INT IN ALL COMMON ELEMENTS
ARCHAMBEAULT GEORGE & ARCHAMBEAULT MARY	26-28-01-521033-000520	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 52 & INT IN ALL COMMON ELEMENTS
MCKEEN RONALD E & MCKEEN ROSEMARY	26-28-01-521033-000530	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 53 & INT IN ALL COMMON ELEMENTS
SULLIVAN GARY & SULLIVAN DONNA	26-28-01-521033-000540	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 54 & INT IN ALL COMMON ELEMENTS
JONES ROBERT L & JONES ENEDA E	26-28-01-521033-000550	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 55 & INT IN ALL COMMON ELEMENTS
ROCK DOUGLAS P	26-28-01-521033-000560	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 56 & INT IN ALL COMMON ELEMENTS
ALLARD JANET M	26-28-01-521033-000570	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 57 & INT IN ALL COMMON ELEMENTS
BARTLETT MARTHA ELAINE	26-28-01-521033-000580	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 58 & INT IN ALL COMMON ELEMENTS
GOWLAND JOHN E SR & GOWLAND VIOLET HARRIETT	26-28-01-521033-000590	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 59 & INT IN ALL COMMON ELEMENTS
TRENTHAM FRANKLIN LEN & TRENTHAM KIMBERLY M	26-28-01-521033-000600	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 60 & INT IN ALL COMMON ELEMENTS
BOUCHER MARIA & BOUCHER JANICE	26-28-01-521033-000610	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 61 & INT IN ALL COMMON ELEMENTS
GAVRITY MICHAEL W & GAVRITY JEAN M	26-28-01-521033-000620	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 LOT 62 & INT IN ALL COMMON ELEMENTS
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521033-000630	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 RETENTION AREA, RECREATION AREA, AND DRAINAGE EASEMENT & BUFFER AREA
VILLAGE CLUB INC HOMEOWNERS ASSN	26-28-01-521033-000640	BROOKHAVEN VILLAGE SECOND ADDITION PB 86 PG 3 TRACT "B"

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

February 26, 2021

Robert C. Chilton, Esq.
Boswell & Dunlap, LLP
245 S. Central Avenue
Bartow, Florida 33830

**Re: The Village Club, Inc. d/b/a Brookhaven Village; Approval;
Determination Number: 21025**

Dear Mr. Chilton:

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 Village Club, Inc. d/b/a Brookhaven Village (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

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

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

Sincerely,

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

JDS/bp/rm

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

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