

This Document was prepared by:
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226 East Government Street
Pensacola, FL 32502

CERTIFICATE OF RECORDING

We, Diana Holland, President of The Villager Homeowners' Association of Pensacola, Inc., and Karen Wilson, Secretary of The Villager Homeowners' Association of Pensacola, Inc., (hereinafter "Association"), certify that we have executed the revived declaration and other governing documents approved by the Florida Department of Economic Opportunity in the name of the Association and hereby record the attached documents with the Clerk of the Circuit Court of Escambia County, Florida, which is the county where the affected parcels are located. The following documents are attached hereto and incorporated herein:

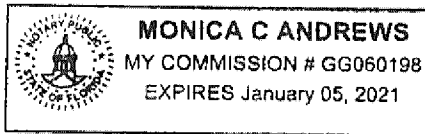
1. Declaration of Covenants and Restrictions of The Villager Homeowners' Association of Pensacola, Inc.
 2. Legal description of each affected parcel of property (as Exhibit "A" to the Declaration).
 3. List of Lot owners and Parcel Descriptions (as Exhibit "B" to the Declaration).
 4. Copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
 5. Graphic depiction of the real property subject to the Revived Declaration (as Exhibit "D" to the Declaration).
 6. Letter of approval from Florida Department of Economic Opportunity.
- Dated this 21st day of May, 2018.

THE VILLAGER HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.
a Florida Not-for-Profit Corporation

By: *Diana Holland*
Diana Holland, President

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by Diana Holland, President of The Villager Homeowners' Association of Pensacola, Inc., () who personally appeared before me or () who has produced a FL Drivers License as identification.



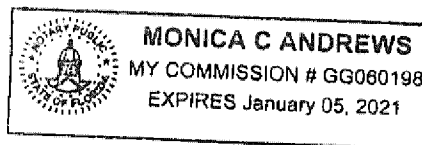
Monica C Andrews
Notary Public -
Printed Name: monica C Andrews
My Commission Expires: 1-5-2021

ATTEST:

Karen Wilson
Karen Wilson, Secretary

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21st day of May, 2018, by Karen Wilson, Secretary of The Villager Homeowners' Association of Pensacola, Inc., () who personally appeared before me or () who has produced a FL Drivers License as identification.



Monica C Andrews
Notary Public -
Printed Name: monica C Andrews
My Commission Expires: 1-5-2021

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE VILLAGER HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.

This Declaration (the "Declaration") is made by the written agreement of a majority of the affected parcel owners in The Villager Homeowners' Association of Pensacola, Inc. pursuant to Chapter 720, Florida Statutes (2017).

Pursuant to authority granted under Chapter 720, Florida Statutes (2017) the organizing committee consisting of Karen Wilson, Eric Milstead, and Diana Holland does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revised Declaration"). It is hereby declared that all of the property described on Exhibit "A" in Escambia County, Florida, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "B" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the The Villager Homeowners' Association of Pensacola, Inc. ("Association") are attached as Exhibit "C". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "D". All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. This covenant revitalization is in connection with these certain Declaration of Covenants, Conditions, and Restrictions of the Villager recorded in Official Records Book 1835, Page 724, in the publics records of Escambia County, Florida.

ARTICLE I

GENERAL PURPOSE OF CONDITIONS

Said property is being subjected by this Revived Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to issue to the best use and the most appropriate maintenance of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property to insure the highest and best use of said property; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots hereon.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Villager Homeowners' Association of Pensacola, Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to all or any portion of any lot in The Villager, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the owners, or adjoining or nearby owners with whom the Association may hereafter contract. The Common Area to be owned by the Association before the conveyance of the first lot is described as follows: none.

Section 5. "Lot" shall mean and refer to any lot as illustrated and shown on the plat of The Villager.

Section 6. "Declarant" as used in this document, shall mean and refer to the original developers Jerry P. Bennett and Robert P. Keller, Jr., their successors, heirs, representatives, and assigns.

ARTICLE III

PROPERTY RIGHTS

Section 1. Common Area Easements: The Association reserves the right to hereafter grant to any owner the following easements over and across any Common Area which the Association may own or have the right to use, which easements shall be appurtenant to and pass with the title to every lot:

- (a) Parking for the owner, his business guests, and invitees;
- (b) Ingress and egress to and from each owner's lot(s);
- (c) Any eave or other overhang encroaching into the Common Area, provided such encroachment shall not exceed two (2) feet from any lot line and shall have been approved in writing by the Architectural Control Committee;

- (d) Repair and maintenance to any eave, other overhand, building wall, column, or the like as may reasonably require temporary entrance to and use of the Common Area;
- (e) Storm water runoff from roofs or other structures;
- (f) An easement in favor of Declarant to develop and construct improvements on the Common Area, as well as to construct improvements on any lot or portion thereof, and an easement in favor of all owners other than Declarant to construct improvements upon any lot or portion thereof; and
- (g) Such other easements as the Association may determine to be suitable for the use and enjoyment of owners.

Section 2. Association's Power to Grant Easements: The Villager Homeowners' Association of Pensacola, Inc., shall be empowered to hereafter grant easements to owners whose building walls, party walls, dividing walls, columns, or the like shall encroach into the Common Area; provided, however, that such encroachment, in the sole discretion of the Association, shall be determined to be minor and not adversely affecting the value of The Villager subdivision or any owner adjoining the encroaching owner.

Section 3. Owner's Easements: Each lot in The Villager is hereby subjected to an easement in favor of the adjoining lot(s) or portion thereof for the following purposes:

- (a) Storm water runoff from roofs or other structures;
- (b) Any eave or other overhanging structure, provided such structure shall not exceed two (2) feet beyond the common or dividing line between owner's lots; and
- (c) Repair and maintenance to any exterior wall, party or dividing wall, eave, column, or the like which may reasonably require temporary use of such adjoining owner's lot(s).

Section 4. General: The easements herein created and reserved shall be subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of the Common Area or any facility situate thereon;
- (b) The right of the Association to suspend an owner's voting rights, and the right to use any of the Common Area, for any period during which an assessment against such owner's lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of its title to the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association members. No such dedication or transfer shall

be effective unless an instrument signed by two-thirds (2/3) of each class of the Association's members agreeing to such dedication or transfer has been recorded;

(d) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving any common or other area and facilities to be maintained or erected by the Association; provided, however, that the rights of any such mortgagee in the Common Area shall be subordinate to the rights of owners hereunder; and

(e) The right of the Association to manage and operate The Villager subdivision and any related Common Area in accordance with such rules and regulations as it may determine; including, but not limited to, rules and regulations relating to the use and allocation of parking spaces in any Common Area.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all owners (with the exception of the Declarant who shall become a Class A member when Declarant's Class B membership ceases as provided hereafter), and shall be entitled to one (1) vote for each lot owned. A member who shall own a fractional portion of a lot shall be entitled to a fractional portion of one (1) vote in the same proportion as the square footage of the fractional lot owned bears to the total square footage of that lot. When more than one person holds an interest in any lot or portion thereof, all such persons shall be members and the vote for such lot or portion thereof shall be as they shall determine. In no event shall more than one (1) total vote be cast with respect to any one (1) lot. As used in this paragraph, "square footage" shall mean and refer to the square footage of the lot and not any improvements thereon.

Class B. Class B member(s) shall be the Declarant, who shall be entitled to two point seven (2.7) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Three (3) years following conveyance of the first lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties hereby covenants, and each owner of any lot by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant, and agrees to pay to the Association (i) annual assessments or charges; (ii) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided; and (iii) special assessments imposed upon a lot owner for repair or maintenance necessitated by the willful or negligent act of the owner, his family, business guests, tenants, licensees or invitees, or by the owner's failure to properly maintain and repair any and all of such owner's improvements in accordance with guidelines, rules, and regulations adopted by the Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the property against which each of such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall determine the assessment amount for each lot as shown on the plat of The Villager. If any Association member shall own a fractional portion of any such lot, then such fractional portion owned shall be subject to a fractional lot assessment in the same proportion as the lot square footage owned bears to the total square footage of that lot. "Square footage," as used in this paragraph, shall mean and refer to lot square footage, and shall not include the square footage of any improvements located thereon.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners, their families, business guests, tenants, invitees or licensees, for the improvement and maintenance of any entrance signs, entrance walls, and related landscaping, and for the improvement and maintenance of any easements or fee simple title now or hereafter conveyed to the Association for the use and benefit of owners.

Section 3. Responsibility for Repair and Maintenance. The Common Area and any improvements situate thereon or any other easement or other areas serving the Properties shall be maintained and repaired by the Association. Unless otherwise determined by the Association within uniform guidelines, the owner shall be responsible for maintaining and repairing any and all improvements located within the perimeter of a lot or portion thereof; including, but not limited to, paint, repair, replacement, and care for roofs, exterior building surfaces and structures, landscaping, walkways, and all other exterior improvements. Such maintenance and repair by owner shall, in all events, be subject to reasonable rules and regulations to be promulgated by the Association. If an owner shall fail to properly maintain, repair, or replace improvements as needed within such rules and guidelines promulgated from time to time by the Association. If an owner shall fail to properly maintain, repair, or replace improvements as needed within such rules and guidelines promulgated by the Association within thirty (30) days after written notice from the Association, then the Association may undertake to make such repairs and maintenance on behalf of the owner, and any costs expended by the Association in this regard shall be a charge on the land and a continuing lien which shall be enforceable and subject to such conditions and terms as any other assessment lien provided for herein. All expense assessments, whether for general expenses, special expenses, capital improvements, or reserves, shall be

generally collected by the Association on a monthly basis, or at such other periodic interval as the Association may determine.

Section 4. Maximum Annual Assessment. Until January 1, 1984, the maximum annual assessment shall be One Hundred Fifty and No/100 (\$150.00) Dollars per year per lot, and shall be imposed on all lots commencing June 1, 1983; provided, however, that the Declarant shall be excused from paying assessments of any nature on lots owned by Declarant until January 1, 1985, so long as Declarant guarantees to the Association to pay and be responsible for any general or special assessments (not including assessments for reserves) during said period which are in excess of the total assessments collected from other owners. The Association's Board of Directors has determined the assessment schedule which shall prevail through December 31, 1984. Thereafter, the Association's Board of Directors, with the approval of a majority of the members present in person or by proxy at a meeting of the membership called for such purpose, shall establish the amount of any assessment, which must be fixed at a uniform rate for all lots, unless in the event of maintenance or repair costs necessitated by the owner's failure to properly maintain the improvements on his lot(s) within the rules and guidelines established by the Association, or by the willful and negligent act of an owner, his family, guests, tenants, licensees, or Invitees. In either of which events, the owner shall bear any increased assessment occasioned thereby.

Section 5. Special Assessments for Capital Improvements. Special assessments for capital improvements shall include, but not be limited to, assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of property related to The Villager project; provided that any such assessment shall have the approval of the Association's Board of Directors and the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 6. Notice and Quorum for Action Authorized Under Section 4 and Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or Section 5 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding matter.

Section 7. Effect of Nonpayment 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. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, nor by sale or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. Any lien for assessments provided for herein which becomes payable on or after the date any first mortgage is recorded shall be subordinate in all respects to such first mortgage. Any assessment lien shall not be affected by any sale or transfer of a lot or portion thereof, except that a sale or transfer pursuant to a foreclosure or first mortgage shall extinguish any subordinate assessment lien which became payable prior to such sale or transfer; provided, however, that any such delinquent assessments which are so extinguished may be reallocated and assessed against all lots as a common expense. Any such sale or transfer pursuant to foreclosure shall not relieve the purchaser or transferee from liability, nor the lot from the lien of any assessments made thereafter.

Section 9. Working Capital Fund. Each owner of a lot or portion thereof shall pay, at the time of closing, a sum equal to two (2) months estimated common expense charges determined by the Association's Board of Directors. These funds must be collected, transferred to the Association, and maintained in a segregated account for the Association's use and benefit. The purpose of the fund is to insure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the funds are not to be considered as advance payment of regular assessments.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, sign, wall, mailbox, sidewalk, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to, or change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same in relation to surrounding structures and topography shall be approved in writing by the Association's Board of Directors or by an Architectural Control Committee composed of two (2) or more representatives appointed by the Board of Directors. Detailed plans and specifications shall be submitted to the Association's Board of Directors or Architectural Control Committee in duplicate, and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Board of Directors or its designated committee shall fail to approve or disapprove such design and location within thirty (30) days after the 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. The current members of the Architectural Control Committee are James Greene and Dan Ditto, who shall serve until their successor are duly elected. In no case shall the Architectural Control Committee unreasonably impede access to any lot for the purpose of construction, nor unreasonably restrict the use of customary construction methods, equipment, structures, work hours or workmen during the construction of dwellings upon any unimproved lot, nor prevent the Declarant from completing construction of roadways, driveways, parking areas, or other Common Area facilities. In all events, all construction shall conform to all applicable building codes and any other requirements imposed by agencies or Boards with jurisdiction.

All lots shall be used exclusively for residential purposes which shall, in all events, conform to applicable zoning laws and ordinances. In all events, the Architectural Control Committee shall determine the sufficiency and adequacy of the height and all other features of the exterior design of any dwelling, and its decision shall be final and binding.

ARTICLE VII

PARTY WALLS

Section 1. All buildings constructed on Lots 1 through 26, both inclusive, The Villager, shall be constructed in such a manner so as to create the external appearance of one continuous building on each of the following lot groups, to-wit: Lots 1 through 6, both inclusive, Block B, Lots 1 through 5, both inclusive, Block A, Lots 6 through 9, both inclusive, Block A; Lots 10 through 13, both inclusive, Block A; and Lots 14 through 20, both inclusive, Block A. So long as this plan is not impeded, the Architectural Control Committee or the Association's Board of Directors may approve the location of a party wall elsewhere than on a common lot dividing line.

Section 2. General Rule of Law to Apply. Each wall which is built and located on the common or dividing line between adjoining lots or elsewhere, as approved by the Association's Board of Directors or Architectural Control Committee, shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance. When the need arises for repair or other maintenance of any part of the party wall as originally built or later extended, the cost of such repair shall be divided equally between the parties as to the parts of the party wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Any owner who shall cause a party wall to be exposed to the elements shall be responsible for any damages to adjoining improvements.

Section 4. If the owner of any lot erects a party wall at a time when the adjoining owner is not ready to construct, then the party wall must be located on the lot line, but entirely within the lot on which construction is to begin and such owner shall bear the entire cost of constructing said party wall. If the adjoining owner later erects a building utilizing said party wall or any part thereof, he shall pay to the owner who originally bore the entire party wall cost a sum equal to one-half (1/2) of the construction costs for the entire wall; or, if he does not use the entire wall, one-half (1/2) of the construction cost for that part of the wall he does use. Such sum shall be payable no later than sixty (60) days following completion of the building on said adjoining lot.

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

Section 6. Arbitration. Any dispute arising concerning any party wall shall be resolved by arbitration in the following manner: each disputing party shall select a licensed general contractor operating in Escambia County, Florida, and the two (2) so selected shall select a third licensed general contractor operating in Escambia County, Florida, and the decision of a majority of said contractors shall be final and binding on the parties. All costs of arbitration shall be divided equally between the disputing parties,

Section 7. The first of adjoining owners to erect a party wall shall have the right to enter the adjoining lot(s) or to authorize entries by his contractor, agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the project; provided, that on completion of the wall the adjoining lots shall be restored to their condition prior to the start of construction. The first owner to erect a party or common dividing wall shall erect said wall in such a manner so as not to encroach into the property of any adjoining owner; provided, however that such wall may, with the advance written approval of the Architectural Control Committee, have a finished eave encroaching into such adjoining owner's property not to exceed one and one half (1 1/2) feet from the common lot line; provided, however, that such eave easement shall be subject to the rights of any adjoining owner to thereafter eliminate or modify such eave to accommodate the construction of an adjoining structure tying into said party or common diving wall. The elimination or alteration of any such eave shall be subject to the approval of the Architectural Control Committee.

Section 8. Nothing contained in this Article or elsewhere in this document expressed or implied to the contrary shall prohibit the centerline of a party wall to be located elsewhere than on the common boundary line between owners on either side of said wall, so long as such owners can reach agreement in writing.

ARTICLE VIII

DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. In the event of damage to or destruction of any improvements located within the lots by fire, windstorm, water, or any cause whatsoever, the owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt so as to place the same in as good and tenantable condition as existed before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any unit or other improvement upon any lot shall be used to assure the repair or rebuilding of any such improvements.

Section 2. The Association created hereunder shall have a lien on all such insurance proceeds (regardless of whether it is named in any insurance policy) to enforce the intent of the foregoing provision.

Section 3. Authority to Purchase; Names Insured. The Association shall purchase such insurance on any Common Area and its improvements, or on other areas within the Properties as the Board of Directors may from time to time determine to be prudent and desirable, and the

insurance premiums for the policies so purchased shall be considered a common maintenance expense to be assessed equally against each lot.

Except as hereafter modified, each lot owner shall at his expense provide casualty insurance in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) of all improvements located on his lots, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the building on each owner's lots, including, but not limited to, vandalism and malicious mischief. Additionally, each owner shall provide public liability in such amounts and with such coverages as shall be required by the Association's Board of Directors, with cross-liability endorsements to cover liabilities of the owners as a group to an individual owner, and such other insurance as the Association's Board of Directors may from time to time determine to be desirable.

Notwithstanding anything in this Article expressed or implied to the contrary, the Association's Board of Directors may, in its sole discretion, determine that it is expedient for the Association to purchase a package policy covering all owners' improvements, which shall provide coverages conforming to other provisions of this Article. In that event, the named insured shall be the Association individually and as agent for the owners without naming them, and as agent for their respective mortgagees. Provision shall be made for the issuance of mortgage endorsements, memoranda of insurance to each owner's mortgagee, and memoranda of insurance to individual owners. The mortgagee endorsement shall be furnished for each owner subject to a mortgage with a dollar amount specified therein as the coverage for that particular unit. The Association's Board of Directors in its sole discretion shall fairly and equitably prorate the insurance premiums among the owners as a special assessment. Any owner may obtain coverage upon his personal property at his expense.

In the event the Association's Board of Directors determines that the owners shall each handle their own casualty and public liability insurance on an individual basis, then each owner covenants to keep on file with the Association copies of the required policy(ies). If an owner shall fail to produce the copies of policy(ies) or other evidence of coverage satisfactory to the Association, then the Association may purchase the required coverages and any related premiums shall be considered a special assessment upon the premises of such owner.

Section 4. Imposition of Lien and Personal Obligation of Assessment. The assessments for insurance premiums as set forth hereinbefore, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon the lot or lots of each owner. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the owner at the time the assessment is determined by the Association. Any mortgagee shall have the right to purchase insurance or to advance premiums to the Association for the purchase of such insurance for any delinquent owner; any such payment or advance shall be a charge on the improvements insured and a continuing lien upon the delinquent owner's land and improvements which shall be enforceable by the mortgagee in the same manner as any other assessment hereunder.

ARTICLE IX
USE RESTRICTIONS

Section 1. No noxious or offensive trade or activity shall be carried on upon any lot or within any improvement, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners.

Section 2. No garbage, trash, ashes, refuse, other waste materials, or inoperative vehicles shall be thrown, dumped, placed, or kept on any lots or Common Area within the Properties. All garbage and trash collection shall be kept in sanitary containers located so as to be hidden from public view in a manner to be regulated by the Association. No trailers, boats, mobile homes, or vehicles other than a passenger vehicle shall be parked anywhere within the Properties unless with the prior written approval of the Association.

Section 3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the lots, except that dogs, cats, or other domestic pets may be kept by owners provided they are, when outside the enclosed portion of each owner's building, fully under the control and supervision of such owner by means of a leash or other similar device. No party who leases or rents any improvement or building shall be entitled to keep a pet on the premises.

Section 4. The Declarant and/or the Association, as the case may be, reserve the right to grant any and all utility easements affecting the Common Area or any lot within The Villager subdivision, and also reserve a right to enter upon the common area and any lot within the subdivision for utility maintenance and repair purposes or such other purposes as may be consistent with other provisions of this document.

Section 5. Easements are reserved over those portions of Lots 1, 6, and 20 located outside the building setback lines for the erection, maintenance, repair, and reconstruction of any entrance wall, sign, or landscaping as the Association may determine.

Section 6. All yard areas shall be landscaped and planted in suitable, local lawn grasses. In the event any lot owner shall fail to maintain the yard area, landscaping, or any improvements situated on any lot in a manner satisfactory to the Association, then the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain, or restore the lot and the exterior of any improvements thereon, and the costs of such repair, maintenance, or restoration shall be added to the assessment chargeable to such lot.

ARTICLE X
GENERAL PROVISIONS

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

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

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ninety (90) years from the date this Declaration is recorded, after which time such covenants and restriction shall be automatically extended for successive periods of ten (10) years, unless a majority of the members of the Association decide that such covenants, conditions, and restrictions shall abate, which decision if made shall be evidenced by an agreement in writing signed by a majority of the membership setting forth their decision, which document shall be effective when duly recorded in the Public Records of Escambia County, Florida. This Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the lot owners and the record owners of mortgages constituting liens against the lots belonging to the lot owners signing such amending instruments. Any such amendment must be recorded in the Public Records of Escambia County, Florida.

ARTICLE XI

MISCELLANEOUS

Section 1. Nonaccess. No owner shall gain ingress to or egress from his lot except over and across the dedicated public right-of-way located or to be located within the Properties and to be known as "Villager Circle".

Section 2. Mailboxes, Entrance Signs, Entrance Walls, Irrigation System, and Related Landscaping. The Declarant reserves unto themselves an easement over and across that portion of the Properties lying within an area between the front lot line of each lot in The Villager and the front or side building setback lines as appear on the final plat of The Villager to be hereafter recorded for the purpose of erecting any mailboxes, entrance signs, entrance walls, irrigation system, related landscaping, and the like. After the initial construction of any such improvements, if at all, by the Declarant, the repair and maintenance or reconstruction of any such items shall be the responsibility of the Association and the easements reserved in this paragraph shall be deemed transferred to the Association for the uses and purposes set forth. The Declarant and/or the Association do further reserve the right to ingress and egress from each lot for the purposes herein stated. The easement for the installation, repair, and maintenance of the irrigations system shall additionally include any area located within a lot, less and except the "footprint" of any building nor or hereafter erected thereon.

IN WITNESS WHEREOF, by the written agreement of a majority of the affected parcel owners in The Villager Homeowners' Association of Pensacola, Inc. pursuant to Chapter 720, Florida Statutes (2017), The Villager Homeowners' Association of Pensacola, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Florida Statutes (2017) as of this 21 day of May, 2018.

Signed, sealed and delivered in the present of

THE VILLAGER HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.
a Florida Not-for-Profit Corporation

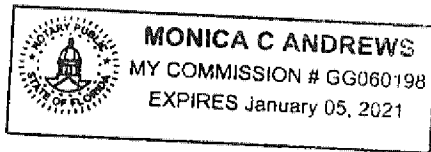
[Signature]
Print name: Susan Butler

By: [Signature]
Diana Holland, President

[Signature]
Print name: Sarah Abernathy

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of May, 2018, by Diana Holland, President of The Villager Homeowners' Association of Pensacola, Inc., () who personally appeared before me or () who has produced a FL Drivers License as identification.



[Signature]
Notary Public -
Printed Name: Monica C Andrews
My Commission Expires: 1-5-2021

THE VILLAGER HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC.
a Florida Not-for-Profit Corporation

Sarah Abernathy
Print name: Sarah Abernathy

By: *Karen Wilson*
Karen Wilson, Secretary

Braden B. Ball, Jr.
Print name: Braden B. Ball, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21 day of May, 2018, by Karen Wilson, Secretary of The Villager Homeowners' Association of Pensacola, Inc., () who personally appeared before me or (X) who has produced a FL DRIVERS License as identification.

Monica C Andrews
Notary Public - State of Florida
Printed Name: Monica C Andrews
My Commission Expires: 1-5-2021

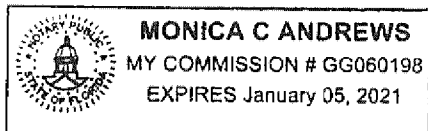


EXHIBIT "A"

Legal description of subject properties:

Lots 1-20, Block A, The Villager, a Townhouse subdivision of a portion of Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to plat recorded in Plat Book 12, Page 6 of the Public Records of said County.

Lots 1 – 6, Block B, The Villager, a subdivision of a portion of Section 10, Township 1 South, Range 29 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 12, Page 6, of the Public Records of said County.

Units A -F, Commence at the Southwest Corner of Lot 6, Block B, THE VILLAGER, a subdivision according to plat thereof recorded in Plat Book 12, Page 6 of the Public Records of Escambia County, Florida, thence North 89°57'20" West along the Northerly right-of-way line of Langley Avenue to a point of intersection with the Easterly right-of-way line of Long Street (66 foot right-of-way), thence North 0°00'00" East along said Easterly right-of-way line of Long Street to the Southwest corner of Villager Circle (60 foot right-of-way), thence North 89°57'20" East to the Northwest corner of Lot 1, Block B, THE VILLAGER, thence South 0°00'00" East 150 feet to the point of beginning.

EXHIBIT "B"

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

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

All parcels below are included within the legal description contained in Exhibit "A".

OWNERS**PARCEL DESCRIPTION**

Eric N. Milstead & Stephen M. Jones	Lot 1, Block A, The Villager Townhouse
Greg Wood	Lot 2, Block A, The Villager Townhouse
Jerry P. & Deborah L. Bennett	Lot 3, Block A, The Villager Townhouse
Jerry P & Deborah L. Bennett	Lot 4, Block A, The Villager Townhouse
Diana Holland	Lot 5, Block A, The Villager Townhouse
Margaret B. McGraw	Lot 6, Block A, The Villager Townhouse
Eric N. Milstead & Stephen M. Jones	Lot 7, Block A, The Villager Townhouse
Karen L. Wilson	Lot 8, Block A, The Villager Townhouse
Daniel D. & Leyla V. Pettit	Lot 9, Block A, The Villager Townhouse
Ronnie T. & Dorothy A. Guy	Lot 10, Block A, The Villager Townhouse
Jerome E. Gurst	Lot 11, Block A, The Villager Townhouse
Richard H. & Jacquelyn M. Parrish	Lot 12, Block A, The Villager Townhouse
Thomas A. Buchanan Living Trust Thomas A. Buchanan, Trustee	Lot 13, Block A, The Villager Townhouse
Dan O. Ditto	Lot 14, Block A, The Villager Townhouse

OWNERS

Kian Mikhchi

Eric N. Milstead &
Stephen M. JonesStephen M. Jones &
Eric N. Milstead

Gary W. & Shannon Higgins

Norris G. Milstead, Sr. &
Mary E. Milstead

Christine L. Quinby

Shekitha C. Willis

Joseph F. Dunn Revocable Living Trust

Eric N. Milstead &
Stephen M. JonesAbbott Ernest Wilburn, Jr. Revocable Trust
Ernest Wilburn, Jr. & Lillie Floyd
Abbott, Co-TrusteesAbbott Ernest Wilburn, Jr. Revocable Trust
Ernest Wilburn, Jr. & Lillie Floyd
Abbott, Co-Trustees

Jeanette Orlando

Phillip Veazey

Suzanne T. Roberson

Nell C. Cotton Revocable Living Trust
Nell C. Cotton, Trustee

James E. Greene, Jr.

PARCEL DESCRIPTION

Lot 15, Block A, The Villager Townhouse

Lot 16, Block A, The Villager Townhouse

Lot 17, Block A, The Villager Townhouse

Lot 18, Block A, The Villager Townhouse

Lot 19, Block A, The Villager Townhouse

Lot 20, Block A, The Villager Townhouse

Lot 1, Block B, The Villager Townhouse

Lot 2, Block B, The Villager Townhouse

Lot 3, Block B, The Villager Townhouse

Lot 4, Block B, The Villager Townhouse

Lot 5, Block B, The Villager Townhouse

Lot 6, Block B, The Villager Townhouse

Unit A, Portion of Lot 2, Block B,
ABB SubdivisionUnit B, Portion of Lot 2, Block B,
ABB SubdivisionUnit C, Portion of Lot 2, Block B,
ABB SubdivisionUnit D, Portion of Lot 2, Block B,
ABB Subdivision

OWNERS

Joyce J. & Dan O. Ditto

John M. Vaughn

PARCEL DESCRIPTION

Unit E, Portion of Lot 2, Block B,
ABB Subdivision

Unit F, Portion of Lot 2, Block B,
ABB Subdivision

ARTICLES OF INCORPORATION
OF

THE VILLAGER HOMEOWNERS' ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF ESCAMBIA



In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of this corporation is "The Villager Homeowners' Association, Inc.," hereafter called the "Association."

ARTICLE II
REGISTERED OFFICE AND REGISTERED AGENT

The principal office of the Association is located at 637 Highway 90 East, Pace, Florida 32570. Jerry P. Bennett, whose address is 637 Highway 90 East, Pace, Florida 32570, is hereby appointed the initial registered agent of this Association, and the registered office of the corporation shall be at the same address. The Board of Directors may from time to time change the principal or registered office of the corporation as well as its registered agent, in the manner provided by law.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The corporation is formed exclusively for purposes for which a corporation may be formed under the not-for-profit corporation law of the State of Florida, and not for any pecuniary profit or financial gain. No part of the assets, income, or profit of the corporation shall be distributed to its members, trustees, or officers. The corporation shall not engage in any activity prohibited to a not-for-profit corporation under the laws of the State of Florida. Subject to the foregoing limitation, the general purposes for which this corporation is formed are to operate to provide for the maintenance, preservation, and architectural control of the residential lots and any common or other areas lying within that certain tract of land situated in Escambia County, Florida, and more particularly described as follows, to-wit:

A portion of Lot 2, Block B, in the portion of ABB Subdivision located in Section 10, Township 1 South, Range 29 West, Escambia County, Florida; according to the plat of said ABB Subdivision recorded in Plat Book 1, at Page 82, of the Public Records of Escambia County, Florida, to-wit: commence at the Southwest

corner of said Lot 2, Block B, which is on the East line of Long Street or Avenue; thence run North along the West line of said Lot 2 which is the East line of said Long Street for a distance of 170.00 feet to the point of beginning; thence continue along same course for 148.00 feet; thence run East deflecting to the right at an angle of $90^{\circ}02'40''$ for a distance of 330.00 feet to the East line of said Lot 2, Block B; thence run South deflecting to the right an angle of $89^{\circ}57'20''$ for a distance of 298.00 feet to the North right-of-way line of Langley Avenue; thence run West deflecting to the right an angle of $90^{\circ}02'40''$ and along the North right-of-way line of Langley Avenue for a distance of 230.00 feet; thence run North deflecting to the right an angle of $89^{\circ}57'20''$ for a distance of 150.00 feet; thence run West deflecting to the left an angle of $89^{\circ}57'20''$ for a distance of 100.00 feet to the point of beginning;

and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and in pursuit of the foregoing purposes, the Association shall have the power to:

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

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

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

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

(e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to 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 nonprofit corporations organized for the same purposes, or annex additional property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Enter into agreements with the owners of adjoining or nearby property whereby such owners and their authorized guests may utilize the Common Area for such fees and charges as the Association may determine; and

(h) Exercise any and all powers, rights, and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

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

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant (named in the Declaration), and shall be entitled to one vote for each platted subdivision lot owned. Any owner of a portion of a platted subdivision lot shall be entitled to a fractional portion of one vote in the same proportion as square footage owned bears to the total square footage of the platted lot. When more than one person shall hold an interest in a lot or portion thereof, then the vote attributable to such lot or portion thereof shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. "Square footage," as used herein, shall be deemed to include only the square footage of the land.

Class B. Class B members shall be the Declarant named in the Declaration and shall be entitled to two and seven-tenths (2 7/10) votes for each lot owned. Class B membership shall cease and be converted to Class A membership pursuant to the terms and provisions of the Declaration.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be increased or diminished from time to time by Bylaws adopted by the members, but shall never be less than three (3). The names and street addresses of the persons forming the first Board of Directors to serve until the first election of directors are:

JERRY P. BENNETT 637 Highway 90 East Pace, FL 32570	SHARON KRATCHMER 226 S. Palafox Street Pensacola, FL 32501	ROBERT P. KELLER, JR. 637 Highway 90 East Pace, FL 32570
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ARTICLE VIII
DISSOLUTION

Upon the dissolution of the corporation the directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner or to such organization or organizations which are operated exclusively for religious, charitable, educational, or scientific purposes as shall then qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, as the directors may determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Escambia County, Florida, exclusively for such purposes or to such organization or organizations as such Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of seventy five (75%) percent of the entire membership.

ARTICLE XI
SUBSCRIBERS

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

JERRY P. BENNETT 637 Highway 90 East Pace, FL 32570	ROBERT P. KELLER, JR. 637 Highway 90 East Pace, FL 32570
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ARTICLE XII
OFFICERS

The Board of Directors shall elect the following officers: President, Vice President, Secretary, Treasurer, and such other officers as the Bylaws of this corporation may authorize the directors to elect from time to time. Officers shall be elected at the annual meeting of the Board of Directors. Until such election is held and their successors are qualified, the following persons shall serve as corporate officers:

<u>OFFICE</u>	<u>NAME</u>
President:	ROBERT P. KELLER, JR.
Vice President:	JERRY P. BENNETT
Secretary:	JERRY P. BENNETT
Treasurer:	JERRY P. BENNETT

ARTICLE XIII
BYLAWS

The power to adopt the initial set of Bylaws of the Association shall be by majority vote of the Board of Directors named in these Articles. Thereafter, the Bylaws may be altered, amended, or repealed at a regular or special meeting of the members called for that purpose by a majority vote of members at a meeting at which a quorum is present.

IN WITNESS WHEREOF, we, the undersigned, constituting all of the Incorporators of this Association, have executed these Articles of Incorporation this _____ of _____, 1983, for the purpose of forming this corporation under the laws of the State of Florida.

JERRY P. BENNETT

ROBERT P. KELLER, JR.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before the subscriber personally appeared JERRY P. BENNETT and ROBERT P. KELLER, JR., known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1983.

My Commission Expires: _____

Notary Public

RESIDENT AGENT'S CERTIFICATE

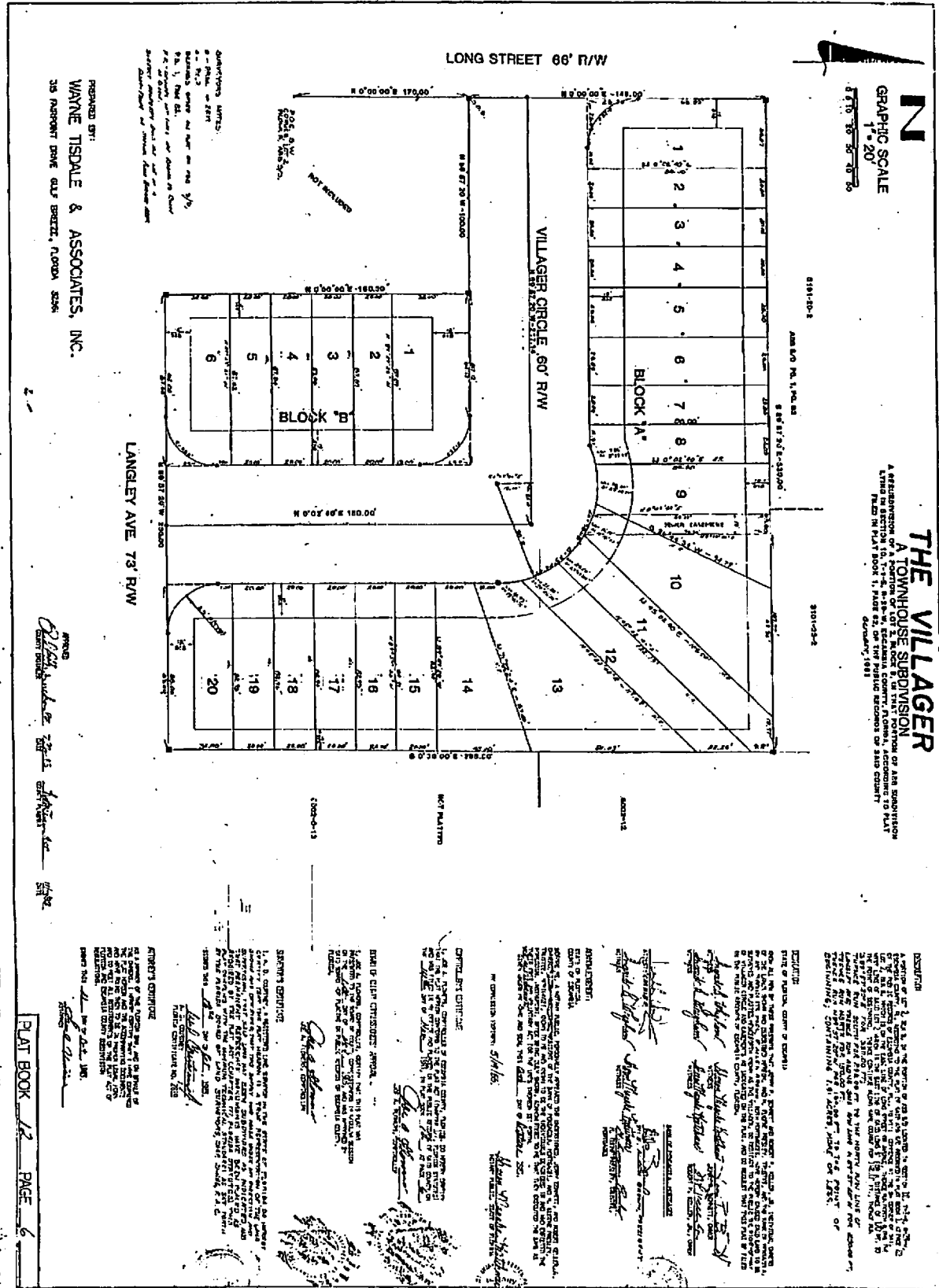
Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First, THE VILLAGER HOMEOWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in Pensacola, Florida, has named JERRY P. BENNETT, 637 Highway 90 East, Pace, Florida 32570, as its agent to accept service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept such designation and agree to comply with the provisions of said Act relative to keeping open said office.

JERRY P. BENNETT



EXHIBIT

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EXHIBIT

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A portion of the ...

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

May 15, 2018

Braden K. Ball, Jr.
Litvak, Beasley, Wilson, & Ball LLP
226 East Government Street
Pensacola, Florida 32502-3503

**Re: The Villager Homeowners Association of Pensacola, Inc.; Denial;
Determination Number: 18069**

Dear Mr. Ball:

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

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

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

Sincerely,

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

JDS/ss

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

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

May 15, 2018

Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

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

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

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