

Prepared By:
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CERTIFICATE OF AMENDMENT AND THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR BRYLINGTON MANOR

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BRYLINGTON MANOR HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), by and through its undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Brylington Manor, was recorded on March 12, 2020, in Official Records Book 8262, Page 627 of the public records of Escambia County, Florida (the "**Declaration**");

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Brylington Manor, was recorded on May 26, 2020, in Official Records Book 8301, Page 725 of the public records of Escambia County, Florida;

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Brylington Manor, was recorded on November 12, 2020, in Official Records Book 8403, Page 316 of the public records of Escambia County, Florida; and

WHEREAS, in accordance with Article XI, Section 11.6(c) of the Declaration, the Declaration may be amended by an instrument signed by the owners of not less than fifty percent (50%) of the votes of the unit owners in accordance with the voting rights specified in Article III of the Declaration; and

WHEREAS, a duly noticed meeting of the members was held on June 6, 2022, at which not less than fifty percent (50%) of the votes of the Owners was received in accordance with Article XI, Section 11.6(c) of the Declaration approving this Amendment to the Declaration; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:¹

Article III, Section 3.4, Subparagraph (a) is hereby amended to read as follows:

¹ Underlined words are being added; stricken words are being deleted.

(a) Residential Building. No structure may be erected, placed or permitted to remain on any Lot other than one single-family dwelling and a swimming pool or a detached structure. A shed may be erected, maintained or used on any Lot within the Subdivision, provided that such erection, maintenance and use has been approved by the Architectural Review Committee as further detailed herein. All dwellings must be new in construction. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on any Lot, and no business or commercial activity may be conducted on any Lot, except for a sales and marketing project of the Lots by the Declarant, a builder, or any other parties specifically approved by Declarant.

Article III, Section 3.4, Subparagraph (o) is hereby amended to read as follows:

(o) Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot, nor shall any building that is unfinished on the exterior be occupied; provided however, that a shed may be erected, maintained and used on any Lot within the Subdivision, provided that such erection, maintenance and use has been approved by the Architectural Review Committee. This restriction does not apply to any temporary structure maintained for Lot sales and related purposes as provided in paragraph (q) of this section.

Article III, Section 3.4, Subparagraph (z) is hereby amended to read as follows:

(z) Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on any Lot unless approved by the Architectural Review Committee. Any such building must meet the following requirements:

(i) Construction shall be of brick or vinyl siding and the roof constructed using fiberglass shingles. The building shall be of a color and quality comparable to the main house on the Lot.

(ii) No metal building or plastic building shall be permitted and no building shall be moved onto the Lot from another location.

(iii) The total area of the building shall not exceed 170 square feet, shall be located no closer than five (5) feet from the side and rear property line, and shall not exceed ~~six~~ ten (610) feet in height.

(iv) No building or design shall violate the rules or regulations of Escambia County, Florida.

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Third Amendment to the Declaration was duly adopted and that the Association has caused this Third Amendment to be executed by its President, this 6th day of JUNE, 2022.

WITNESSES:

Joseph Richardson
Print Name: Joseph Richardson

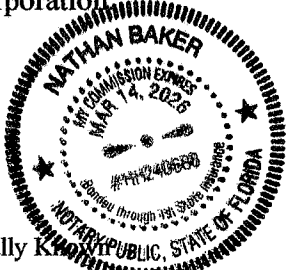
**BRYLINGTON MANOR
HOMEOWNERS' ASSOCIATION,
INC.**, a Florida not-for-profit corporation

Amber Richardson
Print Name: AMBER RICHARDSON

Kyle Vanlandingham
Kyle Vanlandingham, President

STATE OF Florida
COUNTY OF Essex

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 6th day of June, 2022, by Kyle Vanlandingham as President of Brylington Manor Homeowners' Association, Inc., a Florida not-for-profit corporation.



Nathan Baker
NOTARY PUBLIC
Print Name: Nathan Baker

Personally Known
OR
 Produced Identification; Type of Identification Produced _____