

DECLARATTON OF COVENANTS AND RESTRICTIONS FOR THE GLADES OFFICIAL RECORDS

WHEREAS, Developer is the owner of the real property described in Exhibits "A" and "B" attached to this Declaration and desires to create thereon a planned residential community with open spaces and facilities for the benefit of the said community; and,

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces and facilities; and to this end, desires to subject the real property described in Exhibits "A" and "3" together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges, fees and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida as a non-profit corporation, THE GLADES OWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Exhibits "A" and "B" and such additions thereto as may be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1: The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to The Glades Owners Association, Inc. See attached Exhibit "C".
- b. "By-Laws" shall mean and refer to The Glades Owners Association, In. By-Laws. See attached Exhibit "D".
- b. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties which are intended to be devoted to common use and enjoyment of the owners of The Properties, as more fully described in Article II, Section 2 hereof and on Exhibit "5" attached hereto.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties designed and intended for single-family residential use.

e. "Living Unit" shall mean and refer to any house, apartment, condominium apartment, cooperative apartment, villa, townhouse, patio home, cluster home, or the like, situated upon The Properties designed and intended for use and occupancy as a residence by a single family. A "Living Unit" shall be deemed to exist when a "Certificate of Occupancy" or equivalent has been issued for the Living Unit or building in which the Living Unit is located.

f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit but notwithstanding any applicable theory concerning a mortgage encumbering any Lot or Living Unit shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to all those Owners Who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE XI

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1: Existing Property

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Bay County, Florida, and is more particularly described as follows:

See Attached Exhibit "A" all of which said lots and tracts shall hereinafter be referred to as "The Properties".

Section 2. Common Properties

The properties described in Exhibit "B" attached hereto shall be referred to as "Common Properties", shall be dedicated as common areas, for drainage and utility purposes and for ingress and egress and that the use of said common properties shall be restricted and devoted to the common use and enjoyment of the owners of "The Properties" as herein defined, and such other persons as may be granted use rights as hereinafter described. The Common Properties shall be dedicated to the public at large and shall ultimately be maintained by the local government authority.

Section 3. Additions to Existing Property

Additional land may become subject to this Declaration in the following manner:

a. **Additions** Upon approval in writing of the Association pursuant to a Vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplemental Declaration of Restrictions.

b. **Additions by Developer** Developer reserves the right to file or record Supplemental Declarations from time to time adding property then owned by Developer in Bay County, Florida, to the scheme of this Declaration and to subject it to the jurisdiction of the Association. This right may be exercised in Developer's sole discretion before turnover of control of the Association, and with no requirement of a vote of the membership or joinder of any other person or entity.

c. **Mergers** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing properties except as hereinafter provided. In no event shall any merger, consolidation or dissolution of the Association impose upon the local governing authority any responsibility or liability for the enforcement of the covenants and restrictions contained herein or for the maintenance of any common properties dedicated herein to private use.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. **Voting Rights** The Association shall have two classes of voting membership: - ,

- CLASS A. Class A Members shall be all those owners as

defined in Section 1 with the exception of the Developer. Class A Members who are current in the payment of their

- maintenance assessments shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1 of this

- Article. When more than one person holds such interest - -

- or interests in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

CLASS B. The Class B members shall be the Developer. The Class B member shall be entitled to two votes for each Lot or Living Unit in which it holds the interests required for membership by Section 1 of this Article, provided that the class m membership shall cease and

- become converted to Clams A membership with all voting rights of Class A membership on the happening of the following event:

Within one hundred twenty (120)

- days after 90% of the total Lots , 1

and Living Units have been conveyed

to someone other than the Developer.

The Developer is prepared to convey, upon such event, a legal title to the Common Properties as provided in Article IV, Section 2 hereof.

From and after the happening of this event the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot or Living Unit in

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which it holds the interests required for membership under Section 1 of this Article.

Section 3. Turflg. Upon the happening of the event

described in Section 2, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors; the then existing officers and directors shall, submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as Edgewater Estates, Inc. is the owner of one Lot or Living Unit in the said subdivision, it shall be entitled to appoint one member of the Board of Directors, who shall be removable and replaced only by the Developer.

The Developer can turn over control of the Association to members by calling a meeting for the election of directors prior to the time it owns fewer than ten (10%) percent of the Lots, or Living Units; or in its sole discretion, by causing all of its appointed directors to resign. At such time as the Developer's directors resign or the Developer is otherwise obligated or desires to turn over control of the Association or call the first meeting of members for the election of directors, it shall be the affirmative obligation of the members to elect directors and assume control of the Association. Provided at least 30 days'

notice of Developer's decision to cause its directors to resign -

or to hold the first meeting for the election of directors is

given to members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after members first elect the members of the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association title to all property to be owned or controlled by the

Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots or Living Units at all meetings of members whether annual or special.

Section 4. quorum. Except as provided in Article V, Sections 5 and 6 hereof, the presence at any regular or special meeting of

members entitled to cast, or of proxies entitled to cast, one- - -

third of the combined votes of both classes of membership shall

constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member subject to assessments as provided in Article V, Section 4 hereof, shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title To Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that subject to the foregoing, it shall convey the Common Properties to the Association not later than the date of which control of the Association is turned over to the Class A Members as provided in Article XXI, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the

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year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 6 of this Article.

Section 3. Use of Common Properties for Utilities, Roadways and Drainage. The Common Properties may be used for utilities, roadways and drainage and the temporary retention of storm water runoff from The Properties and other contiguous property, as well as for open space, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water runoff of The Properties or other contiguous property.

- a. As hereinbefore provided, the obligation to maintain the
- Common Properties for utility, roadway and drainage purposes
- shall be an obligation of the Association unless and until the area becomes subject to a governmental authority for maintenance and control thereof at which time the Association shall relinquish control and each member of the Association shall be required to make payments of the assessment established by the governmental authority.
- b. In the event this Association is dissolved or otherwise ceases to exist, then in such event the Association shall have the right to assign, transfer and deliver over to a - governmental authority or to any other like organization the powers herein reserved to this Association. However, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.
- - Section 4. Extent of Members' Easements. The rights and
- easements of enjoyment created hereby shall be subject to the

- • following:
- a. The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such --
- properties, to charge other fees as a condition to continued
- enjoyment by the members, and, f necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment and voting rights of any member for any period during which any assessment - remains unpaid, and for any period not to exceed thirty (30) -
- 1 days for any infraction of its published rules and regulations;
- 1 and
- l d. The drainage and temporary retention of storm water
- l: •'- runoff uses of the Common Properties referred to in Section 3 of this Article, and elsewhere herein; and J
- e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency,

I-,•' .- authority, or utility, subject to the acceptance of such dedication or transfer by the public agency authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination 59 to the purposes

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or as to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which

written notice was sent to all Members at least thirty (30) '1

days in advance setting forth the purpose of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was - obtained, agreeing to such dedication or transfer.

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Section 5. Utility Easements. There is reserved unto the c

Developer until the date on which control of the Association is turned over to the Class A" Members as provided in Article III, " Section 2 hereof, the right to grant easements for the installation

and maintenance of public utilities and temporary roads on the common Properties in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Properties on the date of the grant.

Section 6. Permits and Licenses. The Association has the right to grant permits, licenses and easements over the Common Properties for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of

- the project.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Except as hereinafter more fully provided, the Developer, for each Lot or Living Unit owned by it within the properties as more particularly described in attached Exhibit A,

- hereby covenants and each Owner of any Lot or Living Unit by
- acceptance of a deed therefore, whether or not it shall be so

expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments, fees or charges; and
- b. Special assessments for capital improvements, such

assessments to be fixed, established, and collected from time to time as hereinafter provided; and

C. Assessments for drainage maintenance; and

The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due.

Section 2. purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, and repair, replacement, and additions thereto, and for the cost

0 of labor, equipment, materials, management and supervision

) thereof, as well as for the purpose of payment for drainage

- maintenance.

- I The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and

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replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

Section 3. Date of Commencement of Annual Assessments; Due

The Annual Assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the "Date of Commencement".

The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be payable on the first day of February of each year.

The amount of the first Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 4 hereof as the number of months remaining in the year of the first Annual Assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. Except as hereinafter otherwise provided, Annual Assessments for the initial year of operation of the Association shall be as follows:

a. Lot \$150.00

b. Living Unit \$150.00

'I These annual assessments are subject to proration as provided in Section 3 of this Article, and are subject to increase in subsequent years as provided herein below. J

- .1 Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 hereof, the Developer shall pay the difference in cost between the amounts collected from the Clams "A" Members and the actual cost of maintenance. Thereafter, the Developer shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

The Annual Assessment may be adjusted by vote of the membership, as hereinafter provided, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year; or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided however, that such increase shall not be in excess of fifteen 15% percent above the assessment for the previous year.

Section 5 • Special Assessments for Caoital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 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 this purpose, written notice of which shall be sent to all Members at least

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thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that any such change shall have the assent of two-third (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3, hereof.

Provided further that no change in assessments affecting the Developer shall be made without the prior written consent of the Developer.

Section 7. quorum for any Action Authorized under Sections • and S. The quorum required for any action authorized by Section • and 6 hereof shall be as follows:

At the first meeting called, as provided in Section 5 and 6 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessment; The personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. The Lot or Living Unit owner (except the Developer) agrees that it shall be liable for and promptly pay as and when due to the Association all assessments and special assessments as provided in the Articles of the Association and the y-Laws. The Lot or Living Unit Owner agrees and understands that in the event that a Lot or Living Unit Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot or Living Unit Owner's

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Lot or Living Unit in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Lot or Living Unit Owner shall pay interest on the amount owned at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to recording of the lien hereunder, and also subordinate to a deed given to a mortgagee if and only if given in lieu of foreclosure of such prior recorded mortgage and in full satisfaction thereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Lot or

- Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor. If the assessment is not paid within thirty (30) days after the

- delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment

- - as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon The Property or Properties.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Properties as defined in Article I, Section 1 hereof. However, said Common Properties shall be subject to Bay County taxes and Municipal Service Taxing District taxes and special assessments.

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ARTICLE VT

COMMON PROPERTIES MAINTENANCE

Common Properties Maintenance may include, but is not necessarily limited to, the following items:

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a. Operating and maintaining certain specific areas for the benefit of Property Owners, hereinafter referred to as the ,_ "Common Properties";

b. Maintaining unkempt lands or trees;

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C. Fixing and collecting assessments (or charges) to be

levied against The Properties, including maintenance charges for drainage areas:

a. Enforcing any and all covenants, restrictions and agreements applicable to The Properties;

e. Paying taxes and insurance, if any, on the Common Properties and facilities;

f. Maintaining grounds of the Common Properties including mowing, fertilizing, insecticides, eta:

- g. Cleaning and maintaining parking lot, if applicable;
- h. Removing waste from the Common Properties;
- i. Maintaining perimeter wall, if applicable;
- j. Paying the utilities costs for the Common Properties, including water, sewer and electricity;
- k. Paying for other miscellaneous services which may be required, such as exterminating service, security system maintenance and fire extinguisher services;
- 1. Maintaining a reserve for future maintenance and repairs:
- M. Maintaining the private streets and roads, if any;
- n. Maintaining drainage areas within the Common Properties;
- o. Insofar as permitted by law, doing any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended from time to time by the Developer prior to "turnover" of control of the Association. After "turnover", the Association may amend the Declaration by recording among the Public Records of Bay County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of two-thirds (2/3) of the Lots or Living Units in the hereinabove described property have approved such amendment. Provided, however, that no such amendment may be made subsequent to the date of which control of the Association is turned over to the Class "A" Members as provided herein, without written consent of Edgewater Estates, Inc., its successors and/or assigns; provided further that no amendment affecting the rights or obligations of Edgewater Estates, Inc., its successors or assigns, may be made after the "turnover" without the written consent of Edgewater Estates, Inc., its successors and/or assigns: and that

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no such amendment shall affect or interfere with vested rights previously required by Owners of Lots or Living Units.

Section 2. Duration. Except as provided in Section 1 & 2 0 hereof, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and - be enforceable by the Association, or the Owner of any land subject to this Declaration and their respective legal ± representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, unless the same be amended, modified or revised pursuant to the provisions of Section]. of this Article. Thereafter, and after u, the expiration of said initial twenty (20) year period, said 00 W covenants shall be automatically extended for successive periods of ten (10) years unless amended, modified, or revised as provided in Section 1 of this Article.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by 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. In addition, Developer shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, which shall remain in full force and effect.

Section 6. Information. The Association is required to make available to Lot or Living Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 7 Financial Statements. Any holder of a first mortgage shall be or is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 8. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the property number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

a.ny condemnation loss or any casualty loss which affects a material portion of the project or any property on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

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b. Any delinquency in the payment of assessments or charges owned by an owner of a property subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTXCLE VXII

ENVIRONMENTAL CONTROL COMMITTEE

Section 1. A000jntment of Committee. There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee, which committee shall consist of at least three Members of the Association.

Section 2. Review by Committee. After "turnover", the

Committee, in its review of all proposed construction, modifications, or alterations to existing structures, shall be guided by the following standards of environmental control, to wit: those included in the recorded Declaration of Restrictions applicable to the particular property; and,

a. Architectural Control. No building, fence, wall, or

other addition or modification to existing structures shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made nor any landscaping done until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior finish and color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Said plans shall include preliminary elevations and specifications on the roof design which shall include the type, make and number of dimensional type roof shingle with the roof pitch being at least five inches in twelve inches.

b. Architectural Requirement. The following architectural requirements are imposed upon The Properties:

(1) All of the Lots located in Blocks C, D, E, F, G and H shall be restricted to use as single-family residences improved only by main residences with attached garages or carports of at least 1,800 square feet of heated and air-conditioned living space (if single story) or at least 2,100 square feet of heated and air-conditioned living space (if more than one story);

(2) All of the Lots located in Blocks A and B shall be restricted to use as single-family "zero lot line" patio home, of at least 1,500 square feet of heated and air-conditioned living space (if single story) or at least 1,800 square feet of heated and air-conditioned living space (if more than one story).

(3) No temporary buildings, mobile homes, trailers or out-buildings may be placed on, stored, erected or otherwise kept on any lot in Blocks C, D, E, F, G or H;

(4) No building or structure shall be located on any Lot in Blocks C, D, B, F, G or H nearer than 25 feet to the front and rear lines nor 10 feet to the side lines,

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provided that an owner of two or more adjoining lots may build across interior lot lines;

(5) No building or structure shall be located on any Lot in Blocks A or B nearer than 20 feet to the front and rear lot lines nor 8 feet to one side lot line and shall be constructed so that one wall of the structure

- shall be on the remaining side lot line of the lot.

(6) No fence or wall of any kind shall be erected of

- chain-link or wire, nor over six feet in height and
- until the location and design of same shell have been

approved in writing by the Environmental Control Committee;

(7) Each Lot Owner shall have a driveway constructed of concrete products which extends from the residence ••- to the paved roadway located at the front of the Lot;

- (8) Approved culvert crossing swale.

Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed ten days following receipt of complete plans.

C. Landscaping Approval. No trees, bushes, shrubs or

- plants shall be planted or emplaced until the plans and
- specifications for the placement of any such trees, bushes,
- shrubs or plants have been submitted to and approved by the

Environmental Control Committee as to the preservation of

the natural view and aesthetic beauty which each Lot and the

- community is intended to enjoy. Said plans as submitted
- shall be subject to these restrictions and the following
- guidelines:

(1) Each Lot Owner shall be required to submit as part

of his landscaping plan, a plan and drawing depicting

an underground sprinkling system which is adequate to allow the growth and development of the vegetation and

- plants comprising the landscaping plan. The landscaping
- plan must include the area from the sidewalk to the roadway, the maintenance of which shall be the responsibility of the Lot Owner.

(2) Each Lot Owner shall be responsible for sodding the areas of his Lot on which are located swales and those areas between his Lot and the roadway. All grassed

- areas in the plan shall be sodded.

(3) Each Lot owner shall only use mature plants in landscaping his Lot;

(4) Prior to construction, each Lot shall be kept free from debris and garbage of any kind;

(5) No Lot or portion thereof shall be used for the deposit, accumulation or storage of building materials, appliances, equipment, motor vehicles or personal property, except for the use in construction of a residence building and related improvements on that

- Lot, and in such case, shall not remain there more than thirty (30) days before commencement nor more than

thirty (30) days after completion of such construction.

(6) Air conditioner condensers shall be enclosed or

- encompassed by landscaping so as to hide them from general view.

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• U. General Restrictions.

(1) No vehicles of any sort shall be parked in the front of any Lot except on the driveway or in the carport;

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(2) No boats, trailers or motor homes shall be stored on any Lot so as to be visible from the streets, rear of lots, golf course and adjacent lots. 2

(3) Except for the purpose of landscaping sprinklers, no individual water supply shall be permitted on any Lot for the purpose of providing household water. All sewage from any building on any Lot must be disposed of through the sewerage line provided in the development;

(4) No television antennae or satellitereception devices shall be visible from the street, golf course and adjacent lot and shall be concealed in a manner which has been approved by the Environmental Control Committee;

(5) No signage may be displayed or located on any Lot except signs typically used "for sale" and in no event shall there be more than one sign per Lot or be more

• than four feet by four feet in size;

- (6) All trash, garbage and the like shall be stored in sanitary, covered containers. Such containers shall not be stored in a way as to be visible from the street, the golf course and adjacent lots.

- (7) No animals of any kind except cats, dogs and other similar and usual household pets may be kept on any Lot. Notwithstanding the foregoing, no such pet may be kept, bred or maintained for any commercial purpose.

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- (8) All pets must be held or kept leashed at all times when not confined and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of his or her pets.

- (9) No mailbox, paper box or other receptacle of any kind for the use in the delivery of mail or newspaper, magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said box shall have been approved by the Environmental Control Committee.

- (10) Temporary or permanent clothes drying lines are not permitted on any lot.

- (11) No illegal, noxious, or offensive activity shall be permitted or carried out on any part of a lot, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighbors.

a. Construction Restrictions.

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- • (1) Lands-aping plans must take into consideration the

storm water drainage for the lot to insure that the natural drainage along the roadway to the nearest storm

- : drain, or to the lake at the rear of the lot, is not
- obstructed
- (2) Each lot has a recommended floor elevation. (see attached Exhibit "E").

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(3) Driveway culverts must be at the elevation designated by the Environmental Control Committee.

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(4) Lots in the Corp of Engineer's jurisdictional area X." can only be filled to fifty percent of its total area.

(5) Builder will be permitted to place one sign, no larger than four feet long by four feet high, on the property once construction has commenced. The sign C should list the builders name and phone number. The sign must be removed at the completion of construction or landscaping, whichever comes first. No other signs (except the City of Panama City Beech building permits) are allowed.

(6) A trash receptacle must be placed on the lot prior to the start of framing, and remain until construction is completed. The dumpster must be emptied often

enough to maintain the construction sight in a neat condition.

(7) A Port-O-Let, or similar toilet facility must be placed on the lot at the time construction begins and remain until construction is completed.

(8) Construction workers will be allowed on the property between 7:00 a.m. and 6:00 p.m. Monday through Saturday. No construction work shall be permitted on Sunday.

(9) Vehicles belonging to the contractor and his employees will not be allowed to park on the paved roadway or on swales. Violations can result in the vehicle being barred from The Glades.

(10) When the construction of any structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months of issuance of the development plan approval by the Environmental Control Committee.

(11) Lots shall be left in their natural state until development plans have been formally approved by the Environmental Control Committee.

Section 3. Attorneys' Fees. In all litigation involving

architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

IN WITNESS WHEREOF, EDGEWATER ESTATES, INC., a Florida Corporation, authorized to do business in the State of Florida, has caused these presents to be executed by its proper officers who are thereunto duly authorized, and its corporate seal to be affixed at Panama city, Bay County, Florida this 1- day of

Sr

EDGEWATER ESTATES, INC.

WallaceNall, 8Y; 'Wesley '7:.

Secretary Presidf

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STATE OF FLORIDA BK 1247 PG 943 * 1

COUNTY OF BAY

I HEREBY CERTIFY that on this jday of _____ i9SI before me personally appeared Wesley L. Ho flham, 3r., as *,.

President, and J. Wallace Nall, Ir., as Secretary, respectively,
 • of Edgewater Estates, Inc., a Florida corporation authorized to do business in the State of Florida, known by me to be the c,r', persons described in and who executed the foregoing Declaration _ of Restrictions as such officers of said Corporation for the uses ul DO and purposes therein mentioned, and that they affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Panama City, in
 • the County of Bay, and State of Florida, the day and year last aforesaid.

Notary Public •

My Commission expires: - ••. -

r Not*Y Pobfl*, st:* Of RI. -

My CoM***i**iCfl Expir" Sept. 1, IM

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JOINDER OF MORTGAGEE

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- BK 1247 PG 1593

A1SOUTfl BANK OF FLORIDA, Panama City, Florida, a national

banking corporation, hereinafter called "BANK", the owner and holder

of that certain mortgage encumbering the property described
in

Exhibits "A" and "9" of the Declaration of Covenants and Restrictions

of The Glades, which mortgage is the following: Mortgage dated

December 5, 1988 and recorded in Bay County Official Records Book 1211, Page 267 et sea., and Mortgage Modification Agreement dated

March 20, 1989 and recorded in Bay County Official Records 1223, Page

880, to the extent it is required to do so under the laws of the

State of Florida, joins in the making of the foregoing Declaration of

Covenants, Conditions and Restrictions of The Glades and BANK agrees

that the lien of said mortgage shall hereafter encumber each and

- every lot except for lots 1,2,3 and 4, Block A, of The Glades, an
- unrecorded plat.
- Signed, sealed and delivered ANSOUTH BANK OF FLORIDA
- in the presence of:

f / By

Robert Van Landingham. Senior Vice

President

STATE OF FLORIDA

COUNTY OF BAY

Before me, the undersigned authority, personally appeared

Robert Van Landing1am, President, who acknowledged before me that he

executed this Joinder of Mortgagee on behalf of AXISOUTH BANK OF

FLORIDA, Panama City, Florida, for the uses and purposes therein set

forth.

I IN WITNESS WHEREOF, I have hereunto set my hand and official

• • th day. of
seal at Panama City of said County and State, this 29 .
September. 1989. • .

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• • My Commission Expirds:- ...•' j
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TOWN AND COUNTRY RESIDENCES, INC., a Tennessee Corporation, the owner of Lots 1,2,3,4,27 & 28 Block A, and Lot 53, Block B, of The Glades, an unrecorded plat located in Bay County, Florida, more particularly described in Exhibit "A" of the Declaration of Covenants and Restrictions of Toe Glades, as evidenced by those Warranty Deeds recorded in Official Records Book 1226 at Pages 852, 857, 862 and 867 of the public records of Bay County, Florida, to the extent it is required to do so under the laws of

the State of Florida, joins in the making of the foregoing Declaration of Covenants, Conditions and Restrictions of The Glades.

Signed, sealed and delivered TOWN AND COUNTRY RESIDENCES, INC.

in the presence of

Michael A. Mabry

Michael A. Mabry, Vice President

STATE OF FLORIDA COUNTY OF BAY

Before me, the undersigned authority, personally appeared Michael A. Mabry as Vice President, who acknowledged before me that he executed this Joinder on behalf of TOWN AND COUNTRY RESIDENCES INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Panama City of said County and State, this 29 day of September, 1989.

Notary

Notary Public

My Commission Expires

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JOINDER OF MORTGAGEE

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FLORIDA FIRST FEDERAL SAVINGS BANK, Panama City, Florida, a

national banking corporation, hereinafter called "BANK", the owner

- L - and holder of that certain mortgage encumbering the property described
- a. in Exhibits "A" and "B" of the Declaration of Covenants and Restrictions of The Glades, which mortgage is the following: Mortgage dated February 6, 1989 and recorded in Bay County Official Records Book 1218 Page 923 and Mortgage dated April 7, 1989 and recorded in Bay County Official Records Book 1226 Page 872, to the extent it is required to
 - do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Covenants, Conditions and Restrictions of The Glades and BANK agrees that the lien of said mortgages shall
- hereafter encumber each and every lot.

Signed, sealed and delivered

in the presence of: FLORIDA FIRST FEDERAL.

SAVINGS BANK

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Quic By: -

Its President

- STATE OF FLORIDA
- COUNTY OF BAY

- Before me, the undersigned authority, personally appeared
- r Ff-,n as President, who acknowledged

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before me that he executed this Joinder of Mortgagee on behalf of FLORIDA FIRST FEDERAL, SAVINGS BANK, Panama City, Florida, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official

- . seal at Panama City of said County and State, this /OL day of

- September, 1989.

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My Commission Expires

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Exhibit "A"

Existing Properties of

Edgewater Estates, Inc.

- LEGALS FOR LOTS

Lots 3. through 28, Block A, The Glades, arecorded subdivision, per plat thereof recorded in Plat Book /' _
, page in Bay County, Florida.

Lots 1 through 54, Block B, The Glades, a recorded subdivision, per plat thereof recorded in Plat Book /
page ..3 in Bay County, Florida.

Lots 1 through 13, Block C, The Glades, a_-recorded subdivision, per plat thereof recorded in Flat Book
ID , page .2, in Bay County, Florida.

Lots 1 through 42, Block D, The Glades, a recorded subdivision, per plat thereof recorded in Flat Book /ç
, page .53 in Bay County, Florida.

Lots 1 through 35, Block E, The Glades, a recorded subdivision, per plat thereof recorded in Plat Book / ,
page 53 in Bay County, Florida.

Lots 1 through 8, Block F, The Glades, a recorded subdivision, per plat thereof recorded in Flat Book _LS__.. page in Bay County, Florida.

Lots 1 through 22, Block G, The Glades, a recorded subdivision, per plat thereof recorded in Flat Book , page 3 in Bay County, Florida.

Lots 1 through 32, Block H, The Glades, a recorded subdivision, per plat thereof recorded in Flat Book _L, page 3 in Bay County, Florida

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certify that the attached is a true and corroct copy of the

ew • Articles of Incorporation of THE GLADES OWNERS ASSOCIATION.

INC.. a corporation organized undcr the Laws of the State of Florida. filed on May 22. 1989, as shown by the records of this • office.

MCI

The document number of this corporation is N32446.

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XPERM23rdball of May, 1989.

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THE GLADES CWSEESASSOCrATpN

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The undersigned Incorporator hereby ,

acknowledges, and files the following Article or the purpose of forming a non-profit corporation under the laws of the State of Florida.

ARTICLE I - NAME

The name of this Corporation is The Glades Owners Association, Inc.

ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or tracts of land, more particularly described in Exhibits "A", and "B" attached hereto and incorporated herein by reference and situated in that certain unrecorded subdivision first entitled The Glades and such additions as may hereafter be provided in Articles XII herein, hereinafter referred to as "The Properties", and for this purpose to:

- A. Own, acquire, operate and maintain for the benefit of property owners the property hereinafter referred to as the "common Properties" described in Exhibit "B" attached, together with any buildings or other improvements that may be constructed thereon, including but not limited to: commons, open spaces, and private streets, if any; and
- B. Maintain unkept lands or trees; and,
- C. Fix and collect assessments (or charges) to be levied against The Properties; and,
- D. Enforce any and all covenants, restrictions and agreements applicable to The Properties; and,
- E. Pay taxes and insurance on the Common Properties on, and maintain, facilities: and,

F. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

ARTICLE III - ?1EMDERS!!IP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by The Glades Owners Association, Inc., shall be a member of the Association from the date such member acquires title to his Lot or Living Unit provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a slelilber.

ARTICLE IV - TERM

This Corporation shall have perpetual existence.

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• EXI4IBIT C '10 TIE DECLARATION OF COVENANTS AND UESJ11ICTXONS FOR TIE CLADES

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ARTICLE V -

The name and address of the Incorporator

Wesley L. Burnham, Jr. 3 r

OFFICIAL RECORDS 11212 West Alternate Highway 90

BK 1247 PG 1600 Panama City Beach, Florida 32407

ARTICLE VI - OFFICERS

The officers shall be a president, a vice president, a secretary, and a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors. The officers shall be chosen by majority vote of the directors. All officers shall hold office at the pleasure of the Board of Directors.

ARTICLE VII - OFFICIAL OFFICERS

NAME OFFICE ADDRESS

* Wesley L. Burnham, Jr. President 11212 West Alt. Hwy. 90

Panama City Beach, FL 32407 --

Harold W. Rippe Vice-President 110. Box 39720

President Birmingham, Alabama 35210

J. Wallace Nail, Jr. Secretary 119 Euclid Avenue

Treasurer Birmingham, Alabama 35213

• ARTICLE VIII - BOARD OF DIRECTORS.

The affairs of the Corporation shall be managed by a Board of Directors of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The Board of

Directors shall consist of three Directors who shall hold office until the termination of the CISS "11" Membership and until the

election of their successors at a meeting of its members, or until.

their prior resignation. upon the termination of the Class "II"

Membership, as hereinafter provided in Article Y.X hereof, the

Board of Directors shall consist of at least three (3) members,

each of whom shall serve for a one-year term. The Board may be

increased in size up to nine (9) members at the discretion of a

majority of the initial Board of Directors. However, the Board,

shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as;

initial Directors until their prior resignation or the election

of their successors are:

-N

NAME ADDRESS

Wesley I. Burnham, Jr. 11212 West Alt. Hwy. 98

••••• ...- Panama City Beach, FL 32407

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J. Wallace Nail, Jr. 119 Euclid Avenue

Birmingham, Alabama 35213

I. Harold W. Ripps P.O. Box 19720

Uki -

Birmingham, Alabama 35219

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EXHIBIT c TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR 1111' GLADES

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* ARTICLE IX - INITIAL, REGISTRATION & FILING

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The initial registered office of this Corporation shall be at the law offices of Deborah M. Overstreet, Locke & Blue, P.A., 221 McKenzie Avenue, Panama City, Florida 32401, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at

o that address shall be Deborah H. Overstreet, 221 McKenzie Avenue,

Panama City, Florida 32401.

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ARTICLE X - BY-LAWS

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors, Members and the Developer in the manner provided in the By-Laws and the Declaration of covenants and Restrictions.

ARTICLE XI - VOTING RIGHTS;

The Glades Owners Association, Inc., shall have two classes of voting membership:

Class A. Class "A" membership shall be a class of those owners not defined in Article III with the exception of Edgewater Estates, Inc. a Florida Corporation (the "Developer") Class "A" members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Article III. When more than one person holds such interest or interest in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit.

Class B. The Class "B" member shall be the Developer. The Class "B" member shall be entitled to two votes for each Lot or Living Unit in which it holds the interests required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class "A" membership on the happening of the following event:

Within one hundred twenty (120) days after the total votes outstanding in Class "A" membership equal the total votes outstanding in the Class "U" membership.

The Developer is prepared to convey, upon such event • c legal title to the Common Properties as provided in Article IV, Section 2 hereof.

Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of members shall be called for the purpose of electing officers and directors, the then officers and directors shall submit their written resignations, the Class "A" members shall elect their own officers and directors and assume cent: of the corporation. Provided, however, that so long as Edgewarol tec: Estates, Inc. is the owner of one Lot on Living Unit in the said subdivision, it shall be entitled to elect one member of the Board of Directors.

ARTICLE XII - ADDITIONS TO PROPCU'!'HIS

Additions to The Properties described in Article IT may he made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this Corporation to such addition and must have the assent of 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 this purpose,

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- thirty (30) days in advance and shall continue until the purpose is accomplished.

* the meeting.

ARTICLE XIV - MORTGAGE

The Corporation shall have power to mortgage its real property

- only to the extent authorized under the recorded covenant; and

restrictions applicable to said properties, the total debt not

the Corporation including the principal amount of such mortgage;

outstanding at any time shall not exceed the total of two years'

assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by a;

- affirmative vote of 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 this purpose, written notice of which shall be sent

to all members at least thirty (30) days in advance and shall set

- forth the purpose of the meeting.

ARTICLE XV - QUORUM FOR ANY ACTION

ARTICLES XII, XIII AND XIV OF THIS CHARTER

The quorum required for any action governed by Articles XI

- XIII, and XIV of those Articles shall be, as follows:

At the first meeting duly called for such purpose, a;

provided in the notice of such meeting, the presence of

members, or of proxies, entitled to cast sixty (60%) percent

of all of the votes of each class of membership shall

- constitute a quorum. If the required quorum is not forthcoming

- at such meeting, another meeting may be called, subject to

thirty (30) days notice requirements set forth in said

- Articles, and at the subsequent meeting, the presence of members forth in said Articles, and at the subsequent meeting, the presence of members or of proxies, entitled to cast thirty (30%) percent of all vote; of each class of membership shall, constitute a quorum; and any meeting held at a subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

ARTICLE XVI - QUORUM FOR OTHER ACTIONS

Except as provided in Article XV hereof, the presence at the meeting of members entitled to cast or of proxies entitled to cast one-third (1/3) of the combined votes of both classes of membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the By-Laws of this Corporation.

ARTICLE XVII - ASSIGNMENT OF FUNCTIONS TO PUBLIC AGENCY OR UTILITY.

ARTICLE XVIII - DISSOLUTION

TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY.

The Corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLES XVIII - DISSOLUTION

- The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds (2/3) of each class of membership, except as otherwise provided in the recorded covenants and restrictions applicable to the

properties. Written notice of a proposal to dissolve, setting forth the reasons thereof and the disposition to be made of the J

- assets (which shall be consistent with Article XXX hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

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o ITiLtCLF NIX - DISPOSITION OF ASIIEETS JiI)N_DISSOLUPp

Upon dissolution of the Corporation, the' •socta, both re. and personal of the Corporation, shall be clcdict'd 10 On appropriate public agency or utility to be devoted to pur'sses as nearly as practicable the same as those to which they worn required to l' .devoted by the Corporation. In the event that such dedication is

2 refused acceptance, such assets shall be granted, conveyed ind

m ..assigned to any non-profit corporatic,n, ass,-s l ation, trust or

other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation.

No disposition of The Glades Owners Association, Inc. properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenantS and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signatures and seal this
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STATE OF FLORIDA COUNTY OF BAY

The foregoing instrument wa acknowledged before me this day of (!!(4 , iO...L, by Wesley L. I3urnham, Jr., as

Incorporator. U

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Notary Public

My commission expires

(SEAL)

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Exhibit "A"

Existing Properties of

THE GLADES OWNERS ASSOCIATION, UCC.

• LEGALS FOR LOTS

' Lots 1 through SB, Block A, The Glades, a rnc',dud olibdivision,

per plat thereof recorded in Plot 000k 15 . p;njc in Day

County, Florida.

Lots 1 through 54, Block B, The Glories, O_recordcd subdivision, per plat thereof recorded in Plat Book ?Y) • page in Day County, Florida.

• Lots 1 through 13, Block C, The Glades, a rccc'rded subdivision,

per plat thereof recorded in Plot 1300k ,, , -go •3 in Bay

County, Florida.

Lots 1 through 42, Block O, The Glades, a recorded subdivision, per plat thereof recorded in Plot Book rS , page in Boy County, Florida.

Lots 1 through 35, Block E, 'rho Glades, a rac,,rdcl subdivision, per plat thereof recorded in Plat Book , ' , page .._ . in hay

• County, Florida.

Lots 3, through 33, Block F, The Glades, a recorded subdivision, per plat thereof recorded in Plot 1300k ,< • p,Jc . _ in Day County, Florida..

Lots 1 through 22, Block C, The Glades, a rocorded subdivision, per plat thereof recorded in Plot Dock / , page in Day County, Florida.

Lots 1 through 32, Block II, 'rho Glades, 0 recorded sub'ljvission, pet-plat thereof recorded in Plot Book / , page in Boy County, Florida

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Having been named in Article TX of the Articles of Incorporation

_.of The Glades Owners Association, Inc. to accept service or • process for the aforesaid corporation,
at the place designated in

said Articles, I hereby accept to act ii that capacity.

-.1 Deborah M. Overstreet

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OF

THE GLADES OWNERS ASSOCIATION, INC.

ARTICLE I

Definitions

Section 1. "Association" shall, mean and refer to The Glades

Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to those certain lots or tracts of land described in Exhibit "A" attached hereto.

Section 3. "Common Properties" shall mean and refer to the properties described in Exhibit "B" attached hereto, together with any building or improvements that may be constructed thereon, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The

- Properties to be designated as the Common Properties.

ARTICLE IT

Location

- Section 1. The principal office of the Association shall be located at 11212 West Alternate Highway 98, Panama City Beach, Florida 32407.

ARTICLE XII

Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Acre, Living Unit, or Business Unit which is subject by covenants of record to assessments by the Association shall be a Member of the Association, provided any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

- Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the proorty against which such assessments are made as provided by Article V of the Declaration

of Covenants and Restrictions to which The Properties are subject as recorded in Official Records Book JL2., Page 9.22 of the Public Records of Bay County, Florida.

Section 3. The membership rights, including voting rights, of any person whose interest in The Properties is subject to assessments under Article III, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid including loss of voting rights; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and

..•••-, regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such period for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV J

voting Rights and Turnover

Section 1. The Association shall have two classes of voting

i membership:

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Class A. Class "A" membership shall be all those

owners as defined in Article III, Section 1, with the exception of Edgewater Estates, Inc. a Florida Corporation (the "Developer"). Class "A" members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Article III. When more than one person holds such interest or to interest in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit or shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

a Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two votes for each Lot or Living Unit in which it holds the interests required for membership in Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership with all voting rights of Class A membership on the happening of the following event:

Within one hundred twenty (120) days after the total votes outstanding in Class A membership equal the total votes outstanding the Class B membership;

The Developer is prepared to convey, upon such event, a legal title to the Common Properties as provided in Article IV, Section 2 hereof.

Section 2. Likewise, upon the happening of this event, or at such earlier date as the Developer may determine, a meeting of Members shall be called for the purpose of electing officers and directors, the then officers and Directors shall submit their written resignations, the Class A Members shall elect their own officers and directors and assume control of the Association. Provided, however, that so long as Edgewater Estates, Inc. is the owner of one Lot or Living Unit in the said subdivision, it shall be entitled to elect one Member of the Board of Directors.

The Developer can, in its sole discretion, turn over control of the Association to Mashers by calling a meeting for the election of directors prior to the time it owns fewer than 10% of the Lots or Living Units in its sole discretion, by causing all of its appointed directors to resign.

At such time as the Developer's directors resign or the Developer is otherwise obligated to turn over control of the Association or call a meeting of Members for the election of directors, it shall be the affirmative obligation of the Members to elect directors to assume control of the Association. Provided at least 30 days' notice of Developer's decision to cause its directors to resign or to hold the first

meeting for the election of directors is given to Members, neither the Developer nor such directors shall be liable in any manner in connection with such resignations even if the Members refuse or fail to assume control or to attend such meeting.

Within a reasonable time after Members first elect the Board of Directors of the Association (but not more than 30 days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property to be owned or controlled by the Association then held by or controlled by the Developer. Notwithstanding the foregoing, the Developer may vote in respect of its Lots or Living Units at all meetings of Members whether annual or special.

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ARTICLE V

property Rights and Rights of Enjoyment of Common Property

Section 1. Except as otherwise provided in the Declaration

of Covenants and Restrictions, each Member shall be entitled to

the use and enjoyment of the Common Properties and facilities as

provided by deed of dedication and Article IV, Declaration of

Covenants and Restrictions applicable to The Properties, but

subject to the provisions of Article III, Section 3 hereof, the

rights and privileges of each such Member are subject to suspension.

• Section 2. Any Member may delegate his rights of enjoyment

• in the Common Properties and facilities to the members of his

family who reside upon The Properties or to any of his tenants

- who reside thereon. Such Member shall notify the Secretary in writing of the name of any such person and the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

ARTICLE VI

Association Purposes and Powers

- Section 3.. The Association has been organized for the following purposes: S
To promote the health, safety and welfare of the residents in Article I and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in Article XXX of the Articles of Incorporation and herein in Section 2, hereafter referred to as "The Properties", and for this purpose to:
 - a. Own, acquire, build, operate and maintain certain specific areas for the benefit of Property Owners, including
 - . utilities and roadways hereinafter collectively referred to as the "Common Properties:"
 - b. Maintain unkempt lands or trees;
 - 0. Fix and collect assessments (or charges) to be levied against The Properties including maintenance charges for drainage areas;
 - d. Enforce any and all covenants, restrictions and agreements applicable to The Properties;
 - e. Pay taxes and insurance, if any, on the Common Properties and facilities;
 - f. Maintain grounds of the Common Properties including mowing, fertilizing, insecticides, etc.;

- g. Clean and maintain parking lot, if applicable;
- li. Remove waste from the Common Properties;
- i. Maintain perimeter wall, if applicable;
- j. Pay the utilities costs for the Common Properties, including water, sewer and electricity;
- k. Pay for other miscellaneous services which may be required, such as exterminating services, security system
- maintenance and fire extinguisher services;
 - 1. Maintain a reserve for future maintenance and repairs;
- M. Maintain the private streets and roads if any

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- a. Maintain drainage areas within the Common Properties;
- o. Maintain pool, if applicable, including cleaning, chemicals, maintenance of pumps, pool heating, including gas and maintenance of heating pumps, etc.;
- P. Maintain air conditioning of recreation building, if applicable;

q. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to The Properties described in Article I may be made only in accordance with the provisions of the recorded Declaration of Covenants and Restrictions applicable to said properties. Such additions, when properly made under the applicable Declaration of Covenants and Restrictions, shall extend the jurisdiction, functions, duties, and membership of this Association to such properties. Where the applicable covenants require that certain additions be approved by this Association, such approval must have the assent of 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 this purpose, written notice of which shall be mailed to all members at least (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 3. Subject to the provisions of the recorded

Declaration of Covenants and Restrictions applicable to The Properties described in Article 1, Sections 2 and 3, and to the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of 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 this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which Written notice shall set forth the purposes of the meeting.

Section 4. The Association shall have power to mortgage its properties only to the extent authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties. The total debts of the Association including the principal amount of such mortgages outstanding at any time shall not exceed the total of two year's assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the Votes of each class of members who are voting in person or by proxy at meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 5. The Association shall have the power to dispose of its real properties only as authorized under the recorded Declaration of Covenants and Restrictions applicable to said properties.

ARTICLE R11

Board of pirectom J

Section 1. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors who need not be members of the Association. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the termination of the Class 5" Membership and until the election of their successors at a

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meeting of members, or until their prior resignation. Upon the termination of the Class B Membership, as hereinafter provided in Article IV hereof, the Board of Directors shall consist of at least 3 members, each of whom shall serve for a one-year term. s1 The Board may be increased in size up to 9 members at the discretion '

of a majority of the initial Hoard of Directors. However, the Board shall at all times contain an odd number of members.

The names and addresses of those persons who are to act as Directors for one year and until their prior resignation or the C) election of their successors Are:

NAME ADDRESS

Wesley L. Burnham, Jr. 11212 West Alt. Hwy. 98

Panama City Beach, Fl 32407

J. Wallace Nell, Jr. 119 Euclid Avenue

Birmingham, Alabama 35218

Harold N. Ripps P.O. Box 19728

Birmingham, Alabama 35219

Section 2. Vacancies in the Board of Directors shall be

filled by appointment by the other directors at a special meeting duly called for that purpose. Such appointed Director shall serve until the next annual meeting of Members.

Section 3. So long as the Developer is the owner of a Lot or Living Unit in the subdivision, it shall be entitled to elect or appoint one member to the Board of Directors.

ARTICLE VIII

Electionof Directors by the Class "A" Members:

Their Nominating and Election Committees

Section 1. Election to the Board of Directors shall be by written ballot, as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded Declaration of Covenants and Restrictions applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a

Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The first Nominating Committee shall be appointed by the initial Board of Directors no less than thirty (30) days prior to the first meeting of the Class "A" Members. Thereafter the Nominating Committee shall be appointed by the Board of Directors at its annual meeting held subsequent to each annual meeting of Members to serve from the close of such annual meeting until the close of the next annual meeting.

Section 4. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on written ballot as provided in Section 5, and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to Members.

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Section 5. All elections to the Board of Directors shall be made on a secret written ballot which shall;

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- a. Describe the vacancies to be filled; and,
 - n
- b. Set forth the names of those nominated by the Nominating Committee for such vacancies; and,
 - a. Contain space for a write-in vote by the Members. C

Such ballot shall be mailed to the Members at least fourteen (14) 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 special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. There shall be no cumulative voting. All voting shall be by secret ballot.

Section 7. Vacancies and removal of members of the Board of Directors are subject to the following provisions:

- a. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer shall be filled by the Developer without the necessity of any meeting.
- b. Any Director, except the Director elected or appointed by the Developer, may be removed with or without cause by concurrence of a majority of the votes of the Members at a special meeting called for that purpose. The

vacancy in the Board of Directors so created shall be filled by the Members at the same meeting. If such Director was appointed by the Developer, the Developer shall appoint another Director without the necessity of any meeting.

a. Provided, however, that until a majority of the Directors are elected by the Members other than the Developer, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.

ARTICLE TX.

Powers and duties of the Board of Directors

Section I. The Board of Directors shall have power:

a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article XIII, Section 2.

b. By majority vote to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

c. To establish, levy and assess, and collect the assessments or charges referred to in Article XXX, Section

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2, in Article VI and elsewhere in the By-Laws and Declaration
of Covenants and Restrictions. o

d. To adopt and publish rules and regulations governing the use of the Common Properties and facilities
and the'-personal conduct of the Members and their guests thereon.

a. To exercise for the Association all powers, duties mm and authorities vested in or delegated to this
Association, - except those reserved to the meeting or to Members in the Declaration of Covenants and
Restrictions.

f. In the event that any member of the Board of

Directors of this Association shall be absent from three (3) consecutive regular meeting of the Board of
Directors, the Board may, by action taken at the meeting during which said absence occurs, declare the
office of said absent Director to be vacant.

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

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement
thereof to the Members at the annual meeting of Members or at any special meeting when such is
requested in writing by one-fourth (1/4) of the voting membership.

b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. As more fully provided in Article V of the Declaration of Covenants and Restrictions applicable to The Properties:

i. To fix the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

ii. To prepare a roster of the properties and

assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member, and, at the same time;

iii. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such

certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X

Directors' Meeting

Section 1. After "turnover" of control of the Association by the Developer, the annual meeting of the Board of Directors shall be held as soon after the annual meeting of Members as is feasible. Provided that the Board of Directors may, by resolution, change the day and hour of holding such annual meeting.

Section 2. Notice of such annual meeting is hereby dispensed with. If the day for the annual meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors will be held when called by an officer of the Association or by any two directors after not less than three (3) days' notice to each director.

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Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE XI

Officers

Section 1. The officers shall be a president, a vice-

president, a secretary, a treasurer, and such other officers as may be determined by the Board of Directors. The president shall be a member of the Board of Directors and shall act as Chairman thereof. Other officers may be, but are not required to be, members of the Board of Directors.

Section 2. The officers shall be chosen by a majority Vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.

Section 4. The President shall preside at all meetings of Members and of the Board of Directors, shall see that orders and resolutions of the Members and of the Board of Directors are carried Out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The Vice-president shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as registered by such Members (See Article XXII, Section 3). An Assistant Secretary may be appointed by the Board of Directors to perform the duties of the Secretary in his absence.

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President.

Section 8, The Treasurer shall keep proper books of account for the Association and shall prepare an annual statement of cash receipts and disbursements as of the end of each fiscal year such statement to be presented to the membership at its regular annual meeting.

The Board of Directors will ensure that an annual review of the books of account is conducted through a committee comprised of three Members of the Association who will be appointed by the Board of Directors, except that the Treasurer cannot be a member of the committee. A written report on the results of the review

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will be submitted to the Board of Directors within sixty days of

the end of the fiscal year.

Section 9. Every Director and every officer of the Association m will be indemnified by the Association against all expenses and liabilities, including legal fees reasonably incurred by or '- imposed, upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director s or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or 0 malfeasance in the performance of his judged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that in the event of a settlement, indemnification will apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

Committees

Section 1. After "turnover" of control of the Association by the Developer, the Standing Committees of the Association shall be:

The Nominations Committee

The Environmental Control Committee

The Maintenance Committee

The Publicity Committee

The Audit Committee

The Recreation Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors subsequent to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Environmental Control Committee shall have the duties and functions described in Article VIII of the Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 4. The Publicity Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

Section 5. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI. The Treasurer shall be ex officio a member of the Committee.

Section 6. With the exception of the Nominations Committee and the Environmental control Committee (but then only as to those functions that are governed by Article VIII of the Declaration of

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functions that are governed by Article VIII of the Declaration of Covenants and Restrictions applicable to The Properties); each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 7. It shall be the duty of each committee to

receive complaints from Members on any matter involving Association functions, duties, and activities within its field of 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.

Section 8. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

ARTICLE XIII

Meeting of Members

Section 1. Notwithstanding anything to the contrary herein stated, no meeting of Members shall be held until the first meeting for the election of Directors which may be called only by the Developer and notice thereof shall be given by the Developer not later than such time as the Developer owns fewer than 10% of the Lots or Living Units as defined in the Declaration of Covenants and Restrictions.

Section 2. After the first meeting of Members called by the Developer, the annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

Section 3. Special meetings of the Members for any purpose may be called at any time by the President, the Vice-President, the Secretary or the Treasurer, or by any two or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 4. Notice of any meeting shall be given to the

Members by the Secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 5. Except as otherwise herein provided, the presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. An action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions applicable to The Properties shall require a quorum as therein provided.

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ARTICLE XIV.

Proxies

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Section 1. At all corporate meetings of Members, each

Member may vote in person or by proxy. -

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Section 2. All proxies shall be in writing and filed with -' the Secretary. No proxy shall extend beyond a period of eleven -cm (11) months, and every proxy shall automatically cease upon sale ° rnn by the Member of his home or ether interest in The Properties.

ARTICLE XV.

Books and Papers

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

ARTICLE XVI.

Corporate Seal

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The Association shall have a seal in circular form having written its circumference the words:

The Glades Owners Association, Inc.

a corporation not for profit, incorporated in Florida, 19..

ARTICLE XVII

Amendments

Section 1. These By-laws may be amended, at a regular or special meeting of the Members, by a combined vote of two-thirds of both classes of Members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable laws; provided further that any matter stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Declaration of Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Dy-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Restrictions applicable to The Properties referred to in Section 2 of these By-Laws, the Declaration of Covenants and Restrictions shall control.

These By-Laws were duly adopted by the Board of Directors at its Organizational Meeting duly held on 12. /9.' , 1989.

IN WITNESS WHEREOF, that Association has caused this instrument to be executed by its President and Secretary duly authorized.

THE GLADE OW ERS SSOCIATION,

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Exhibit "A"

Existing Properties of

THE GLADES OWNERS ASSOCIATION, INC.

LEGALS FOR LOTS

Lots 1 through 28, Block A, The Glades, a recorded subdivision, per plat thereof recorded in Plat Hook •j5..., page .53 in Bay County, Florida.

Lots 1 through 54, Block B, The Glades, . recorded subdivision, per plat thereof recorded in Plat Book / , page in Say County, Florida.

Lots i through 13, Block C, The Glades, g recorded subdivision, per plat thereof recorded in Plat Book / , page .53 in Bay County, Florida.

Lots 1 through 42, Block 0, The Glades, a recorded subdivision, per plat thereof recorded in Plat Book •_, page in Bay County, Florida.

Lots 1 through 35, Block 5, The Glades, e recorded subdivision, per plat thereof recorded in Plat Book i , page 53 in Bay County, Florida.

Lots 1 through 8, Block F, The Glades, a recorded subdivision, per plat thereof recorded in Plat Book / , page in Bay County, Florida.

Lots 1 through 22, Block G, The Glades, aecorded subdivision, per plat thereof recorded in Plat Book /5 , page in Bay County, Florida.

Lots 1 through 32, Block H, The Glades, a recorded subdivision, per plat thereof recorded in Plat Book i' , page -T3 Bay County, Florida

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! Exhibit Eto the Declarni ion of Covenants and Restrictions

. . for The Glo"es)

ED. WATER ESTATES/THEGLADES

MINIMUM FLOOR ELEVATIONS -- OFFICIAL RECORDS

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	BLOCK NUMBER	LOT	HU1.IIIIEH	ELEVATION
	A	1		18.00
-	A	2		17.80
	A	3		17.50
	A	4		17.40
	A	5		17.50
	A	..	6	17.75
	A	7		18.22
	A	8		18.53
	A	9		18.56
	A	In		-
		U		iLi;
	• A	.	12	18.50
	A	.	13	18.50 -
	A	11		18.50
	A	15		18.50
	A	16		18.60
	A	17		18.50
	A	18		18.50

	A	19	18.50	
	A	20	18.50	
	A	.	21	18.50
	A	22	18.50	
	A	.	23	18.50
			-.	
	A	.	24	18.50
	A	25	18.10	
	A	.	26	18.50
	A	27	18.50	
	A	28	18.50	-
	B	1	20.75	
•	B	3	20:38	
•	B	4	20.29	
a	.	S	20.36	
8	6	20.47		
•	B	.	7	20.58
B	8	20.69		
B	.	9	20.78	
B	.	10	20.87	
B	11	20.96		
8	12	20.98		
8	13	20.93		
B	14	20.89		
8	15	20.84		
-	B	16	20.82	
ll	.-L.	17	20.79	
B	18	20.76		
B	•..	19	20.72	

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EDUEWATER		ESTATES/THE		GLADES	
MINIMUM•		FLOOR		ELEVATIONS	
BLOCK NUMBER	LOT	HUMIIE1	ELEVATION		
	20	20.69			
B	21	20.67			
B	22	20.64			
B	23	20.61			
B	24	20.59			
B	25	20.57			
B	26	20.54			
B	27	20.51			
8	213	20.26			
•	13	29	20.10		
B	./-:	30	19.69		
B	31	19.15			

•	B	32	18.71		
B		33	18.29		
B		34	17.74		
B	u	35	17.31		
B	314	17.30			
B	37	17.35			
•	B	••	38	17.75	
B	.:	39	18.22		
9		40	18.51		
•	B	41	18.58		
B		42	18.66		
•	.	.	B	43	18.60
B		44	18.53		
9	.1	.	45	18.50	
B		46	18.50		
8		47	18.50		
B		48	18.50		
B	.	49	18.50		
B	.	50	18.50		
.	.	51	18.50		
9	.••	•.	52	-••	18.50
		53	18.50		
B		54	18.50.		
C	•.	.	.	1	17.15
C		2	1715		
•	C	3	17..10		
C		4	17.52		
C		5	17.76		

	5	18.00		
C	7	18.24		
• C	8	18.50		
1IC	Ttl.	9	1830	

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MINIMUM FLOOR ELEVATIONS

BLOCK NUMBER LOT NUMBER ELEVATION

C 10 19.68

C 11 20.00

C 12 20.23

C 13 21.00

D 1 . 18.36

13 . 2 18.68

O . 3 . 19.16

O . 19.48:

• l) • 5 19.60

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0 . 6 •: 19.64..

O :.. 7 19.72.

• 0 . B 19.72

• 0 9 19.54

O 10 19.44

O11 19.33

O -... 12 19.24

U •'. 13 19.15

O 14 19.19

D 15 19.19

O 16 19.15

fl . 17 19.15

19. 15 19.15 19 .20 19.33 19.46 19.72 19.72 19.64 19.96 19.48 19.38 19.31 19.24 19.18 19.00 18.49
18.20 18.20 18.20 18.10 17.06 17.86 17.92

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MINLIUM FLOUR ELEVATIONS

BLOCK NUMBER	LOT	NOTIFIER	ELEVATION
• 0 ;.	41		17.35
• . 0 -	42		17.08
E . .	1		18.36
6 .	2		18.36
6 3			18.56
6 ,.	4		18.92
E •:	5		19.24
• 8 6			19.58
E .	7		19.68
6 •:l.-:	13		19.77
• 6 9			19.69
C -	10		19.54
C li			19.60
• 6 :.	12		19.43
6 13			19.37
• . C	14		19.30
C .	15		19.23
E 15			19.16
• E 17			18.97
6 --	18		18.44
6 19			18.20
• . E	20		18.20
E 21			18.20

•	6	22	18.20				
	6	23	17.69				
	E	24	17.29				
	6•..	25	16.94				
	C	26	16.84				
	E	0	0				
		27	16.84				
0	6	-	28	16.84			
	6	29	15.84				
	6	-	30	16.84			
	C	-	-	31	16.84		
	6	32	16.84				
	6	33	15.84				
	E	34	16.84				
	C	0	35	17.08			
	F	.0	1	17.20			
	F	••	2	17.00			
	F	.	3	17.00			
O	F	:::	4	17.00			
	-F	...t	5	17.00			
	-	•	F	-	:-	6	17.10
	F	';-	7	17.14			
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- MINIMUM FLOOR ELEVATIONS

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EDGEWATER ESTATES/THE GLADES

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BLOCK	NUMBER	LOT NUMBER	ELEVATION
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17.00

- .: G 2 17.00

•	G	.	3	17.00
•	.	.	6	
	4		17.00	
	5			
O	'		6	17.00
			17.00	
	7		17.00	
6	8		1700	
O	„		9	17..00
6	•"		10	17.00
O	.		11	17.00
O	12		1700	
6	13		17..00	
G	::		14	17.00
O	'		15	17.00
•	6		16	17.00
•	U		17	17.00
O	.	•.		
O	18		17.00	
•	;	U	„-	19
				17.00
"	20		1700	
U				
	21		17..00	
	-			
	.			
8"	22		17.00	
H	1		17.00	
.	OFFICIAL RECORDS		2	17.00
				•

•	.	H	
L			
•	H	•	
H	3	17.00	
H	4	17.00	
		17.00	-
H	5	17.00	
H	8	17.00	
H	7	17.00	
H	•:'	8	
	12	"	
H	9	17.00	
H	.t	'	
	10	17.00	
	,		
H	11	17.00	
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	13	17.00	
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H	15	17.20:	
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MINIMUM FLOOR ELEVATIONS

BLOCK NUMBER	LOT	NUMBER	ELEVATION
H	23		17.00
N	24		17.00
K	..	25	17.00
H		26	17.00
H		27	17.00
H	•	• 28	17.00
H		29	17.00
H	•	30	17.00
		31	17.00
H	-ijj	32	17.00
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