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**PREPARED BY, RECORD,
AND RETURN TO:**
William B. Ryan, Jr., Esq.
3000-8 Hartley Road
Jacksonville, FL 32257
(904) 262-4242



Book: **1812**
Page: **1156**
Rec: **08/12/99**
10:06 AM
File# **9937828**
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Clay County, FL
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5 MIN. RETURN

Declaration of Covenants, Restrictions and Easements for The Glades

THIS DECLARATION is made on the date of execution stated at the end of this instrument. This Declaration is made by Eagle Glades, Inc., a Florida corporation.

INTRODUCTION: The Developer is in the process of developing the residential community in Clay County, Florida, known as The Glades. In order to preserve the tangible and intangible value of the community, the Developer wishes to impose reasonable restrictions or conditions upon the development, ownership, and use of The Glades. Also, the Developer needs to comply with applicable requirements of public land use laws and regulations. It is for these reasons that the Developer is making and recording this Declaration.

SUMMARY OF KEY TERMS FOR TITLE EXAMINERS AND CLOSING AGENTS: This summary is not an exhaustive analysis of this Declaration, and all affected persons should read all of the provisions of this instrument. Nevertheless, in order to assist title examiners and closing agents in routine transactions, the Developer provides the following summary of key terms, which the experience of the Developer indicates are routinely reviewed in most transactions:

1. **Assessments and Liens:** assessments may be due to The Glades of Clay County Homeowners Association, Inc. Unpaid assessments are secured by liens against the lots. Interested persons are entitled to receive a written certificate from the Association setting forth the status of the annual or special assessments due for the particular lot. Section 3.4.6.
2. **Assessments and Mortgages:** mortgagees who are not also owners in default in the payment of assessments are not required to pay assessments accruing prior to the time that the mortgagee acquires title by foreclosure or deed in lieu of foreclosure. Liens for assessments accruing prior to that time are automatically subordinate to the rights of mortgagees. Section 3.7.4.
3. **Building restriction lines for Residences:** the front building restriction line is 20 feet. The side building restriction lines are 7.5 feet. The side building restriction line for corner lots is 20 feet. The rear building restriction line is 15 feet, except where the particular lot is subject to a rear easement per the Plat, and then the rear building restriction line is the easement line. The Plat does not establish any building restriction lines. The foregoing building restriction lines are the same as the current zoning requirements.
4. **Specific easements:** Only those which are shown on the plat.

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5. **Additional properties:** the Developer has not reserved the right to add additional properties to The Glades.

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ARTICLE I DEFINITIONS

Section 1.1 **Articles.** This means the Articles of Incorporation for the Association filed with the Florida Department of State on the 6th day of August, 1999, under Document Number N99000004669, and all duly adopted amendments.

Section 1.2 **Association.** This means The Glades of Clay County Homeowners Association, Inc.

Section 1.3 **Bylaws.** This means the instrument commemorating the rules for managing the business and regulating the affairs of the Association, as adopted at the organizational meeting for the Association, and all duly adopted amendments.

Section 1.4 **Common Areas.** See Article II.

Section 1.5 **Declarant or Developer.** This means Eagle Glades, Inc., a Florida corporation, the plat maker and the Developer of The Glades. Also, these terms include any transferee or successor in interest to Eagle Glades, Inc. holding the rights of the Developer under this Declaration.

Section 1.6 **Declaration.** This means this Declaration of Covenants, Restrictions and Easements imposed by the Developer upon the record title of The Glades, and any duly adopted and recorded amendment to this instrument.

Section 1.7 **FHA.** This means the U. S. Department of Housing and Urban Development, Federal Housing Administration, and where applicable, will include the Secretary of that Department and any successor to that agency.

Section 1.8 **The Glades.** This means the Plat of The Glades, according to the plat thereof recorded in Plat Book 32, Pages 74, 75, 76, 77, and 78, of the public records of Clay County, Florida.

Section 1.9 **Lot.** This means any one of the 52 parcels shown on the Plat of The Glades, numbered 1 through 52, inclusive.

Section 1.10 **Member.** This term means the persons who have proprietary interests in the Association. This term is interchangeable with the term "Owner," as all owners are required to be members of the Association.

Section 1.11 **Owner.** This means any record owner, whether one or more persons or entities, of a fee simple interest to any of the lots in The Glades, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.12 **Residence.** This means a detached, single-family residential structure located upon a lot within The Glades.

Section 1.13 **Surface Water or Storm Water Management System.** This means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. This system is described by a legal description and a survey map attached as Exhibit 1.

Section 1.14 **VA.** This means the U. S. Department of Veterans Benefits, Veterans Administration, and where applicable will include the Secretary of that Department, and any successor to that agency.

Section 1.15 **Water Management District.** This means the St. Johns River Water Management District, a Florida public agency, and any successor to that agency.

ARTICLE II **COMMON AREAS**

Section 2.1 Tracts "A and B" (Lake/Filtration Management System).

2.1.1 These are the parcels referred to on the Plat as Tract "A" (Lake/Filtration Management System) and Tract "B" (Lake/Filtration Management System).

2.1.2 For convenience, those parcels will be referred to as Tract A and Tract B.

2.1.3 At, or soon after, the recordation of this Declaration, the Developer will record a quit-claim deed conveying the fee simple title for Tract A and the fee simple title for Tract B to the Association free and clear of all liens and encumbrances, except matters on the Plat, this Declaration, and taxes and assessments not yet due and payable. The Association will own and manage Tract A and Tract B as part of the storm water management system.

Section 2.2 Tract "C" Conservation Easement.

2.2.1 This is the parcel designated as Tract "C" Conservation Easement on the Plat. For convenience, in the balance of this writing, that parcel will be referred to as Tract C.

2.2.2 At, or soon after, the time of the recordation of this Declaration, the Developer will record a quit-claim deed conveying the fee simple title for Tract C to the Association free and clear of all liens and encumbrances, except matters on the Plat, this Declaration, the Conservation Easement recorded by the Developer prior to the conveyance of Tract C and taxes and assessments not yet due and payable. The Association will own and manage Tract C as part of the storm water management system.

2.2.3 By separate instrument, being recorded at or about the time of this Declaration, the Developer is subjecting the fee simple title for Tract C to a conservation easement pursuant to *Florida Statutes*, Section 704.06(1995) and The Water Management District Permit No. 42-019-0657N-ERP.

Section 2.3 **Tract "D".**

2.3.1 This is the parcel designated as Tract "D" on the Plat. It will be referred to in this Declaration as Tract "D".

2.3.2 Tract D is additional property owned by the Developer not included in The Glades. It is not part of the Stormwater Management System. It is exempted from the application of this Declaration, except to the extent expressly provided in this Section 2.3.

2.3.3 The Developer reserves the right for future use of Tract D not inconsistent with applicable public land use laws and regulations and not inconsistent with the design scheme for The Glades. These uses may include any of the following:

2.3.3.1 Creation of a recreational area for The Glades. In this event, the Developer reserves the right to convey the improved Tract D to the Association, for ownership and maintenance in accordance with this Declaration, as a common area, without further approval by any owner or mortgagee.

2.3.3.2 Leasing or sale to adjoining or surrounding property owners for wetlands mitigation and/or extension or completion of stormwater management systems not within The Glades. In this event, the Developer and/or its lessee and/or its transferee will be responsible for proper maintenance of the wetlands or stormwater management district, and this responsibility will not fall upon the Association for The Glades.

2.3.3.3 Retention as a natural area for an indefinite period of time.

2.3.3.4 A gift to the Association in an unimproved state. In this event, the Developer may transfer title to the Association, for ownership, improvement, and maintenance, in accordance with this Declaration, as a common area, without further approval by any owner or mortgagee for the transfer, but with all owners having the right to vote on the improvements in accordance with the rules for approving budgets contained within this Declaration.

Section 2.4 **Tract "E" (Future R/W Acquisition).**

2.4.1 These are the areas shown on the Plat as abutting County Road No. 220 and designated as Tract "E" (Future R/W Acquisition). In this Declaration, these areas will be referred to as Tract "E".

2.4.2 Tract E was created by the Developer as part of the approval of The Glades by Clay County. The purpose of Tract E is to reserve areas for future right-of-way acquisition by Clay County or any related governmental or quasi-governmental body having the right to acquire the property for the expansion of the right-of-way of County Road No. 220, or for installation of utility services, or any other proper public purpose.

2.4.3 The fee simple title to Tract E will be retained by the Developer. If any acquisition funds are ever paid by Clay County or the acquiring authority, those funds will belong to the Developer only.

2.4.4 At the appropriate time, the Developer will install landscaping for Tract E to the extent necessary under the circumstances to provide an attractive appearance to the face of The Glades. The Association will be responsible for maintaining that landscaping until Tract E is acquired.

2.4.5 Notwithstanding the foregoing, the Developer may, at its election, and without further approval by the Association or the owners, convey the fee simple title for Tract E to the Association, subject to the rights of Clay County. If this conveyance should take place, then the Association will become entitled to any of the acquisition funds which may be paid.

Section 2.5 **Entranceway.**

2.5.1 The entranceway will be located within Tract E and/or the utility easement near the intersection of The Glades Road and County Road No. 220. The improvements for the entranceway will consist primarily of fencing, as well as landscaping and related facilities.

2.5.2 The entranceway area will be owned by Developer, unless transferred to the Association pursuant to Section 2.4.5, above.

2.5.3 The entranceway will be maintained by the Association.

Section 2.6 **Association Fencing.**

2.6.1 The only fencing which the Developer is installing for ownership or maintenance by the Association is that referenced in Section 2.5, above.

Section 2.7 **Other Easements.**

2.7.1 Other than the easements shown on the recorded plat, there are no other easements which are needed to be reserved or created in this Declaration in order to preserve the integrity of the Stormwater Management System or for any other purpose.

Section 2.8 **Rights of Access in favor of the Association and the Owners.**

2.8.1 Wherever the Association is given title to and/or responsibility for maintaining a common area, the Association, through its officers, employees, and independent contractors will have the reasonable right of access to any part of The Glades in order to perform the duties of ownership and maintenance.

2.8.2 The Owners will have the same rights of access as those of the Association, subject to reasonable use to avoid creating a nuisance for other Owners, and subject to the right of the Association to promulgate reasonable rules concerning access and use of a common area.

Section 2.9 **Certain Prerogatives of the Association.**

2.9.1 The Association has the right to dedicate or transfer all or any part of the common areas to any public agency, public authority, or public utility for ownership, management, and maintenance, for the purposes of the common areas stated in this Declaration and for such other purposes as may be mutually agreed by the owners. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer is signed by the owners of not less than two-thirds of the lots. For this purpose, the Developer will have the special voting rights afforded by Section 11.3.2, below, but, in that event, the dedication will be subject to the prior approval of the FHA, the VA, and the St. Johns River Water Management District. The instrument of dedication or transfer must be recorded in the public records for Clay County, Florida.

2.9.2 The rules contained in the foregoing Section 2.9.1 apply to the creation of a mortgage against any common area.