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1/26
Prepared by:
JBL Properties, Ltd.
356 West Nine Mile Road
Pensacola, Florida 32534

STATE OF FLORIDA }

COUNTY OF ESCAMBLA }

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GLENMOOR TRAIL SUBDIVISION**

THIS DECLARATION made and entered as of the 27 day of November, 2000, by JBL PROPERTIES, I.T.D., an Alabama limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Escambia County, Florida, which is more particularly described as Lots 1-16, Block "A", Lots 3-9, Block "B", and Lots 1-4, Block "C", Glenmoor Trail Subdivision, Unit 1, as recorded in Plat Book ___ Page ___ of the Public Records of Escambia County, Florida.
SEE ATTACHED EXHIBIT "A".

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to that certain homeowners' association to be organized by Declarant, and to which each Owner of a Lot shall be a member, as provided in Article VI hereof.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vendee under a contract for deed, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described above, presently owned by Declarant, and such additional Lots developed by Declarant within the property described as Exhibit "A", attached hereto and hereby made a part hereof, as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land designated as such upon any recorded plat that includes the Properties. A "Lot" for building purposes may be portions of two or more Lots designated on the recorded plat of the Properties.

Section 5. "Declarant" shall mean and refer to JBI. Properties, Ltd., and its successors and assigns.

ARTICLE II RIGHTS OF DECLARANT

Declarant shall have the right, but not the obligation, (a) to cause to be installed and operated the street lighting serving the Properties, (b) to cause to be established a Municipal Services Benefits Unit (MSBU), Street Lighting District for the operation and maintenance of such street lighting, and (c) to cause to be constructed within any easement, common area, or pedestrian easement within the Properties, entry markers, monuments, fences, landscaping, improved pathways, irrigation systems, illumination and similar improvements beneficial to the aesthetic appeal of the Properties. Declarant shall have no obligation to repair, maintain or operate any improvements it may cause to be erected or constructed hereunder.

Declarant may, in its sole discretion and without consent of any Owner or the Association, at any time, and from time to time, annex such additional Lots presently or in the future owned by Declarant as it shall determine. Such annexation shall be evidenced by an instrument recorded in the public records of Escambia County, Florida, executed by Declarant describing the real property to be annexed. Following any or all of such annexations, the Owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, and shall be subject to such responsibilities and obligations as are set forth in this Declaration as if those Owners of the Lots so annexed were part of the original Lots described in this Declaration. All Owners of said annexed Lots shall be members of the Association and subject to the provisions of the Association's Articles and By-Laws.

ARTICLE III ARCHITECTURAL CONTROL

No building, fence, sign, wall, mailbox, sidewalk or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of exterior design and location in relation to the surrounding structures and topography, and compliance with the intent of these restrictions. In the event that the Architectural Control Committee, or a member designated by it, fails to approve or disapprove such plans and specifications within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Without limitation, the plans submitted to the Architectural Control Committee shall show the elevation and other matters above set forth on the front, rear and both side walls of the structure, including location of windows. No tree or large bush shall be plated or cut down without prior approval of the Architectural Control Committee. The Architectural Control Committee shall consist of R. Bruce Worley, Jackie C. Melvin and Charlie Edgar (reserving

to Declarant the right to change the composition of such Committee from time to time), and shall continue to exist until disbanded by the Declarant. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant, nor be liable to any person for their actions (or failures to act) pursuant hereto.

An Owner acquiring a Lot shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type and style are not compatible with the existing use of homes in the Properties. IN ORDER TO MINIMIZE THE COST AND EXPENSE OF ARCHITECTS AND ENGINEERS ON PLANS WHICH ARE LATER DENIED BY THE ARCHITECTURAL CONTROL COMMITTEE, OWNERS OF LOTS ARE INVITED TO SUBMIT PRELIMINARY PLANS OR IDEAS FOR THEM TO THE ARCHITECTURAL CONTROL COMMITTEE, SO THAT OWNERS WILL INCUR THE LEAST EXPENSE POSSIBLE ON DESIGNED WHICH ARE FOUND TO BE UNACCEPTABLE BY THE ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee shall have the right, at any time and from time to time, to waive any violation of these restrictions if it, in its sole discretion, determines that the violation is insubstantial and does not adversely affect the value of any other Lot in the Properties.

ARTICLE IV BUILDING SETBACK LINES

The front lot line setback of the residence on any Lot shall be no less than the setback lines shown on, or described in, the recorded plat; but the Architectural Control Committee may require a greater setback or, if it determines that a variance will not diminish the value of other Lots, it may waive the front lot line setback.

Eaves or other overhangs and chimneys shall not be considered a part of the building for the purpose of side setback compliance. Eaves, overhangs, steps, open porches and decks, and other like building improvements shall not be considered a part of the building for purposes of front lot line setback and rear lot line setback.

The Architectural Control Committee, in its sole discretion, may permit the erection of a building on a portion of one (1) Lot or on portions of contiguous Lots, and the building sites may be smaller in area than the Lots, provided that the covenants and restrictions otherwise herein contained are not otherwise violated.

In the event of destruction of any buildings, the type, size, shape and location of any reconstructed building shall be similar substantially to the building being replaced, which replacement or repair shall be performed promptly and diligently.

ARTICLE V
GENERAL RESTRICTIONS

Section 1. No Lot shall be used except for single-family residential purposes; provided, however, that Declarant reserves the right to use any residence that it constructs as a model unit(s) or sales center. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling not to exceed two (2) stories in height.

Section 2. No one- (1) story dwelling shall be erected on any Lot having a living area of less than one thousand seven hundred fifty (1,750) square feet, and no dwelling with more than one (1) story of living area shall have a first floor living area of less than one thousand two hundred (1,200) square feet and a total living area of less than one thousand seven hundred fifty (1,750) square feet. All square footages shall be exclusive of open porches, carports or garages.

Section 3. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any Lot and no Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other unsightly objects or waste.

Section 4. No noxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot, which may become a nuisance or annoyance to Owners in the Properties.

Section 5. No permitted animals shall be kept in such numbers as to be an annoyance to any Lot Owner in the Properties. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other ordinary domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 6. Cars may be parked for only a temporary period in the public right-of-way. No wrecked car or similar equipment shall be stored or parked in view of other residences in the Properties.

Section 7. No satellite dish shall be constructed or allowed to remain on any Lot unless it is so concealed as not to be unsightly or visible from other Lots. No external television antennas shall be allowed on Lots after service is made available by a cable television operator. Until such cable service is available, antennas may be used temporarily. No antenna may be constructed at any time without written permission of the Architectural Control Committee.

Section 8. Each Owner shall diligently maintain his or her building, all fencing abutting his or her property, yard, landscaping and other property in a neat, clean and attractive manner; any repairs thereto shall be performed with diligence.

Section 9. No fencing shall be allowed in the Properties except wood or brick fencing, which fencing shall not exceed six (6) feet in height and shall not be placed closer to

the front lot line than the residential structure (exclusive of any enclosed garage or parking facility) erected on such Lot.

Section 10. All garbage containers shall be kept in a safe and sanitary manner, and shall be placed in a non-visible area at all times except when being serviced for pickup.

Section 11. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign, not to exceed six (6) square feet, advertising the property for sale or rent; provided, however, Declarant may erect and maintain not more than one (1) sign on each Lot that it owns (exclusive of signage at any sales center or at the entrance to the subdivision) not exceeding four (4) feet by eight (8) feet, advertising such Lot for sale, and such additional signage as may be required by governmental authorities.

Section 12. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 13. Utility, drainage or other easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 14. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each Lot to provide a continuous drainage pattern from Lot to Lot and from each Lot to the street. These drainage patterns shall not be altered.

Section 15. No outside clothes lines visible from the street or adjacent Lot or other items detrimental to the appearance of the Properties shall be permitted on any Lot.

Section 16. No boats, trailers, motor homes, campers or other recreational vehicles shall be parked on any Lot unless done in such a manner as to not be visible from the street.

Section 17. Recreation equipment or materials (including, but not limited to basketball standards or goals) shall not be erected or permitted to be maintained on any Lot in a manner where such is visible from a public street.

ARTICLE VI HOMEOWNERS ASSOCIATION

Declarant will cause the formation of Glenmoor Trail Homeowners' Association, a nonprofit corporation, which shall, among other things, own, maintain, operate and repair those improvements that Declarant may erect or construct pursuant to Article II hereof (including the acceptance of the easements or common area described therein).

All Owners shall be members of the Association, and the MSBU described in Article II hereof, and each Owner, by acceptance of a deed to such Lot, whether or not so expressed

in such deed, is deemed to covenant and agree to pay to the Association's annual general assessments or charges as herein described and the fees imposed by the MSBU. All such assessments, together with interest thereon as provided below, the cost of collection thereof, including reasonable attorney's fees, shall, as hereinafter provided, be the personal obligation of the Owner of such Lot at the time such assessment becomes due.

The general assessment levied by the Association annually shall be used exclusively for the purposes described above, and for other expenses related thereto as the Association deems necessary.

Each improved Lot (beginning with the first day of the month following substantial completion of the house) shall be assessed its proportionate share of the budgeted costs for the next ensuing year, together with any expenses in excess of the budget for the current year. Unimproved Lots shall not be subject to any assessments.

By a two-thirds vote of the Board of Directors of the Association, the annual assessment shall be fixed on the basis set forth above; provided, however, that said annual assessment shall be sufficient to meet the Association's obligations as budgeted. The Board shall set the date such annual assessment shall become due, and any assessment not paid within thirty (30) days from said date shall bear interest from the due date at a per annum percentage rate of twelve percent (12%). Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid assessments pertaining to such Lot to the extent that such assessments accrue to the date of such conveyance, without prejudice, however, on the part of the grantee to recover from the grantor any amounts paid by the grantee, but the grantee shall be exclusively liable for assessments accruing after grantee becomes Owner.

The Association may bring an action at law against the Owner and/or other person(s) personally obligated to pay any assessment not paid within the due date thereof, and such persons who are personally liable for such assessments shall be responsible for interest as provided above and costs of collection, including a reasonable attorney's fee. No Owner may waive or otherwise escape liability for assessments provided for herein by the abandonment or transfer of such Owner's Lot or Lots, except as herein provided.

Any entity, its successors and assigns, obtaining title to a Lot as a result of foreclosure of a mortgage or vendor's lien or receiving a deed in lieu of foreclosure, shall not be liable for assessments which became due prior to the foreclosure or receipt of deed in lieu of foreclosure. Such unpaid share of assessment shall be deemed an expense of the Association to be collected as part of a future special assessment.

ARTICLE VII GENERAL PROVISIONS

Section 1. Any Owner, the Association, Declarant or the Architectural Control Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants imposed by the provisions of this Declaration, as well

as all currently existing restrictive covenants affecting the development. Failure by the Architectural Control Committee, by the Association, by the Declarant or by 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, and the Architectural Control Committee, the Declarant and the Association shall have no duty or obligation to any Owner to take any action to so enforce these restrictions, conditions and covenants.

Section 2. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 3. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than ninety percent (90%) of the Lots, effective upon recordation of same in the public records of Escambia County, Florida; provided, no such amendment shall be adverse to the interests of the Declarant.

Section 4. If any Owner or occupant of any Lot shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Declarant to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover any damages for such violations. In the event that Declarant prevails in such action, the offending Owner shall be responsible to Declarant for Declarant's attorneys' fees and costs in prosecuting same.

Section 5. FHA/VA Approval. The following actions may require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions for the Properties this 27 day of November, 2000.

DECLARANT:

JBL PROPERTIES, LTD., an Alabama limited partnership

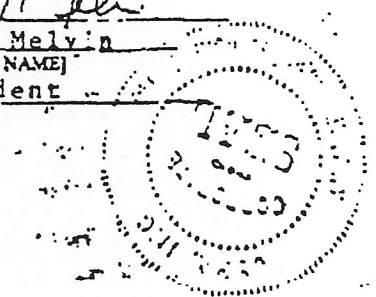
By: JSBA, Inc., an Alabama close corporation and Managing Partner

By: Jackie P. Melvin
Jackie P. Melvin
(PRINT NAME)
Its: Vice President

Signed, sealed and delivered
in the presence of:

Sabrina Selby
Sabrina Selby

Donna Caraway
Donna Caraway



STATE OF Florida }

COUNTY OF Escambia }

The foregoing instrument was acknowledged before me this 27th day of November, 2000, by Jackie P. Melvin, Vice President of JSBA, Inc., an Alabama close corporation in its capacity as Managing Partner of JBL Properties, Ltd., an Alabama limited partnership, who is personally known to me.

(SEAL)



Sabrina Selby
NOTARY PUBLIC
My Commission Expires: June 23, 2004

Prepared by:
JBL Properties, Ltd.
356 W. Nine Mile Rd.
Pensacola, FL 32534

TWO YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS

19.50

By: JBL Properties, Ltd.

In: Glenmoor Trail - Unit 2

JBL Properties, Ltd., an Alabama Limited Partnership, through its Managing Partner, JSBA, Inc., a corporation duly organized and existing under the laws of Florida and doing business in the State of Florida, has undertaken to develop and construct certain streets and drainage structures, more particularly described as follows:

Glenmoor Trail - Unit 2

JBL Properties, Ltd. hereinafter referred to as "Developer" wishes to have the streets and drainage improvement dedicated to the public and accepted by Escambia County, a political subdivision of the State of Florida, hereinafter referred to as "County" for maintenance. These streets and drainage improvements have been built in accordance with County standards, and a condition of the County accepting the streets and drainage improvements for maintenance is that the Developer agrees to assume warranty responsibility for the streets and drainage improvements for a period of two years from the date of acceptance by the County.

As consideration for having the streets and drainage improvements accepted by the County, and for other good and sufficient consideration the receipt of which is hereby acknowledged by the parties hereto, Developer enters into this Agreement with County, guaranteeing said improvements as follows:

1. Developer warrants that it shall, for a period of two years from the date of the acceptance of the above-referenced streets and drainage improvements by the County (maintenance period):
 - (1) Take every reasonable precaution to protect the work from damage by the elements or from any cause whatsoever, and;

- (2) Developer, at its own expense, further warrants to repair and to make good all latent defects on account of workmanship or material which may be discovered during the two year maintenance period.
 - (3) Developer shall provide and maintain suitable barricades and signs wherever necessary. Said signs and barricades shall be kept lighted from sunset to sunrise with suitable lights. By executing this Agreement, Developer agrees to save and hold harmless the County, its officers, agents and employees from any and all claims for damage to persons or property, sustained as a result of any defect or occurring during the prosecution of the work. Portions of the work may be accepted as completed and approved by the County.
 - (4) Developer shall not be responsible for damages by utilities or others where such work is permitted by the County.
2. If in the judgment of the County Engineer, repairs to the above referenced streets and drainage improvements become necessary, then upon notice from said County Engineer, at any time during the warranty period, said repairs shall be promptly made, at the expense of Developer, who shall take out and remove all inferior or defective material found in any of the work and replace the same with good and acceptable materials as necessary to bring the warranted improvements into compliance with the certified "as built" drawings of the improvements following final inspection and preceding the commencement of the two year maintenance period.
 3. If County ever has to file a judicial action to enforce any provision of this Warranty, Developer agrees to pay County for all of its costs, including reasonable attorney fees through appeal, if necessary, that County may incur in enforcing this Warranty Agreement. Each party to this Warranty Agreement agrees that venue for any such judicial action shall lie in Escambia County, Florida.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. COUNTY through its Board of County Commissioners signing by and through its Chairman and DEVELOPER signing by and through its Managing Partner.

Escambia County, through its
Board of County Commissioners
By: Tom Banjanin
Tom Banjanin, Chairman

14th day of February, 2001

BCC APPROVED 1/9/2001

ATTEST: Ethel Lee Magner
Clerk of the Circuit Court
By: Harold E. Wallace
Deputy Clerk

Signed, sealed, and witnessed
in the presence of:

Harold E. Wallace
Harold E. Wallace

Joyce A. Williams
Joyce A. Williams

DEVELOPER:

Charles H. Edgar, Jr.

By: Charles H. Edgar, Jr.
Title: Vice-President, JSBA, Inc.
Managing Partner of
JBL Properties, Ltd.

5th day of February, 2001

EXHIBIT "A"

Glenmoor Trail - Unit 2

Legal Description:

BEGIN AT A CONCRETE MONUMENT MARKING THE WESTERN MOST CORNER OF LOT 16, BLOCK "A", GLENMOOR TRAIL - UNIT 1, AS RECORDED IN PLAT BOOK 17, AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 46 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 160.52 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 56.95 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 619.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 97 (100' R/W); THENCE NORTH 01 DEGREES 39 MINUTES 36 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 574.92 FEET; THENCE SOUTH 85 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 852.70 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 54 SECONDS WEST, A DISTANCE OF 45.98 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 222.67 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 154.14 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 68.69; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 230.32 FEET TO A CONCRETE MONUMENT MARKING THE NORTHERN MOST CORNER OF LOT 3, BLOCK "B" OF AFOREMENTIONED GLENMOOR TRAIL - UNIT 1; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 388.12 FEET TO THE POINT OF BEGINNING. CONTAINING 11.55 ACRES, MORE OR LESS.

RCD Feb 14, 2001 04:39 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-813977

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SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN

JBL Properties, Ltd.

AND

ESCAMBIA COUNTY

FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS IN

Glenmoor Trail - Unit 1

THIS AGREEMENT, entered into this 5th day of December, 2000, by and between JBL Properties, Ltd., an Alabama General Partnership, hereinafter referred to as the "Developer" and ESCAMBIA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County":

WITNESSETH

WHEREAS, the Developer is commencing proceedings to effect a subdivision of land in Escambia County; and plat of a subdivision in Escambia County, Florida, to be known as Glenmoor Trail - Unit 1 and described in Exhibit "A" (attached); and

WHEREAS, a final plat of subdivision within the unincorporated area of Escambia County shall not be recorded until the Developer has installed the Required Improvement or has guaranteed to the satisfaction of the County such improvements will be installed; and

WHEREAS, an ordinance known as the Land Development Code of Escambia County, Florida, established procedures and standards for the development and subdivision of real estate and for the surveying and platting thereof, requiring the installation of certain improvements and providing penalties for violations among other things;

NOW, THEREFORE, in consideration of the intent and desire of the Developer as set forth herein, the Developer and the County agree as follows:

1. The Developer agrees to complete the Required Improvements for the subdivision to be known as Glenmoor trail - Unit 1 according to the construction plans approved by the County Engineer, identified as Construction Plans for Glenmoor Trail on file in the Office of the County Engineer within 30 days following execution of this Agreement.

2. The Developer, in accordance with the requirements established by the Land Development Code of Escambia County, Florida, tenders to the County a guarantee of surety, in the form of a cash escrow, which amount is not less than 110% of the certified estimate

submitted by the Developer's engineer and approved by the County Engineer of the cost of said Required Improvements as shown on said approved construction plans.

3. The guarantee or surety as set forth herein and prescribed by the Land Development Code of Escambia County, Florida is required by this contract and attached hereto and by reference made a part thereof.

4. In the event the Developer shall fail or neglect to fulfill his obligations under this contract and as required by the Land Development Code of Escambia County, Florida the Developer, as Principal, and the guarantee or surety shall be jointly and severally liable to pay for the cost of construction and installation of the Required Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs together with any damages either direct or consequential, which the County may sustain as a result of the failure of the Developer to carry out and execute all of the provisions of this contract and the provisions of the Land Development Code of Escambia County, Florida. Any surety provided shall be in an amount equal to 110% of the estimated cost of the improvements.

5. The Developer and the surety further jointly and severally agree that the County at its option shall have the right to construct and install or, pursuant to public advertisement and receipt of bids, cause to be constructed and installed the Required Improvements in case the Developer fails or refuses to do so in accordance with the terms of this contract. The Developer and the surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof.

6. The County agrees to record said plat at such time as the plat complies with the provisions set forth by the Land Development Code of Escambia County, Florida and has been approved in the manner prescribed therein.

IN WITNESS WHEREOF, the parties hereto have executed these presents this
_____ day of December 2000.

JBL Properties, Ltd., an Alabama Limited
Partnership, through its Managing Partner,

Escambia County, through
its Board of County
Commissioners

By: Charles H. Edgar, Jr.
Charles H. Edgar, Jr. Vice-President
_____ day of December, 2000

By: Tom Banjanin
Tom Banjanin, Chairman
18th day of December, 2000

Jackie P. McWain
Jackie P. Witness McWain
15 day of December 2000

Denna J. Caraway
Denna J. Witness Caraway
5 day of Dec 2000

ATTEST
Emile Lee Mosher
Clerk of the Circuit Court
By: Michael J. ...
Deputy Clerk
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
BCC APPROVED 1/20/2000

This instrument prepared by:
JBL Properties, Ltd.
356 W. Nine Mile Road
Pensacola, FL 32534

EXHIBIT "A"

LAND DESCRIPTION:

A PORTION OF LAND SITUATED IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 36 FOR 811.56 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 24 SECONDS EAST FOR 18.42 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. S-97 (100' R/W) THENCE CONTINUE NORTH 01 DEGREES 28 MINUTES 24 SECONDS EAST FOR 320.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST FOR 1208.70 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST FOR 470.43 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 11 SECONDS EAST FOR 160.52 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST FOR 388.12 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST FOR 433.76 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST FOR 218.69 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST FOR 88.46 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST FOR 182.62 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 46 SECONDS EAST FOR 159.07 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 24 SECONDS WEST FOR 433.00 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 41 SECONDS EAST FOR 380.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. S-297 (COUNTY ROAD NO. 297A, 100' R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1382.69 FEET; THENCE GO SOUTHERLY ALONG SAID CURVE (DELTA ANGLE = 09°07'49"); CHORD = 220.10'; CHORD BEARING = S 02°20'01" W) FOR AN ARC LENGTH OF 220.33 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 55 SECONDS WEST FOR 376.70 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 24 SECONDS EAST FOR 122.00 FEET TO THE POINT OF BEGINNING, CONTAINING 15.15 ACRES MORE OR LESS.

RCD Dec 19, 2000 02:18 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-797361

This Instrument Prepared by:

Richard M. Colbert, Esq.
Clark, Partington, Hart, Larry
Bond & Stackhouse
125 West Romana Street, Suite 800
Pensacola, Florida 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GLENMOOR TRAIL SUBDIVISION**

THIS First Amendment to Declaration of Covenants, Conditions and Restrictions for Glenmoor Trail Subdivision is made as of the date set forth below by JBL Properties, Ltd., an Alabama limited partnership (hereinafter the "Declarant") for the following uses and purposes:

RECITALS:

- A. Declarant has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Glenmoor Trail Subdivision dated November 27, 2000, and recorded in Official Records Book 4639 at page 1360 of the public records of Escambia County, Florida (hereinafter the "Declaration").
- B. Declarant desires to annex additional property as provided in Article II of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant, pursuant to Article II of the Declaration, hereby declares that the real property described on Exhibit "A" attached hereto and made a part hereof, which property is the subject of that certain plat of Glenmoor Trail - Unit 2, recorded, or to be recorded, in the public records of Escambia County, Florida, shall for all purposes hereafter be deemed to be part of the "Properties" as that term is defined in the Declaration.

IN WITNESS WHEREOF, Developer has caused this First Amendment to Declaration of Covenants, Conditions and Restrictions for Glenmoor Trail Subdivision to be executed by its duly authorized general partner effective as of this Xth date of January, 2001.

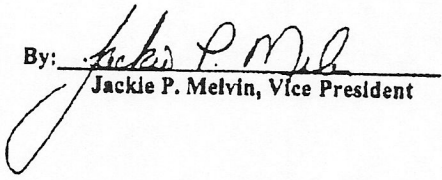
Signed, sealed and delivered in the presence of:


Printed Name: RICHARD M. COLBERT

JBL PROPERTIES, LTD., an Alabama limited partnership


Printed Name: THARLAN FREEMAN

By: JSBA, Inc., an Alabama close corporation, Managing Partner

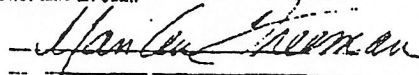
By: 
Jackie P. Melvin, Vice President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING instrument was acknowledged before me this 24th day of January, 2001, by Jackie P. Melvin, as Vice-President of JSBA, Inc., an Alabama close corporation, as Managing Partner of JBL Properties, Ltd., an Alabama limited partnership, who is personally known to me, or () who has provided _____ as identification, and () who did not take an oath.

[NOTARIAL SEAL]



[Type/Print Name of Notary]
My Commission No.:
My Commission Expires:

OFFICIAL SEAL
Mari An Freeman
Notary Public State of Florida
My Commission Expires Feb. 14, 2001
No. CC803866

Exhibit A

BEGIN AT A CONCRETE MONUMENT MARKING THE WESTERN MOST CORNER OF LOT 16, BLOCK "A", GLENMOOR TRAIL ~ UNIT 1, AS RECORDED IN PLAT BOOK 17, AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 46 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 160.52 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 56.95 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 619.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 97 (100' R/W); THENCE NORTH 01 DEGREES 39 MINUTES 38 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 574.92 FEET; THENCE SOUTH 85 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 852.70 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 54 SECONDS WEST, A DISTANCE OF 45.98 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 222.67 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 154.14 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 68.69 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 230.32 FEET TO A CONCRETE MONUMENT MARKING THE NORTHERN MOST CORNER OF LOT 3, BLOCK "B" OF AFOREMENTIONED GLENMOOR TRAIL ~ UNIT 1; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 388.12 FEET TO THE POINT OF BEGINNING, CONTAINING 11.55 ACRES, MORE OR LESS.

RCD Jan 31, 2001 12:44 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-809505

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46-50

BY-LAWS
OF
GLENMOOR TRAIL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the Corporation is Glenmoor Trail Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 356 West Nine Mile Road, Pensacola, Florida 32534; but meetings of Members and Directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

ARTICLE II
MEETING OF MEMBERS

Section 1. Annual Meeting. The first meeting of the Members shall be held at the call of the Directors, or a majority of them, upon at least seven (7) days' written notice to the Members for such purposes as shall be stated in the notice of the meeting. Each subsequent regular annual meeting of Members shall be held on the first Monday of February, at 10:00 a.m., at the principal office of the Association, or otherwise at such location, and on the day and hour established by the Board of Directors; provided adequate notice of such change in location, time or date is provided to the Members.

Section 2. Special Meetings. Special meetings may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote at least ten percent (10%) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members, Board of Directors, or Committee of the Board of Directors shall be given by, or at the direction of, the Secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by posting such notice conspicuously within the Subdivision (as hereinafter defined) not less than forty-eight (48) hours prior to such meeting. Such notice shall specify the place, day and hour of the meeting and the purpose of the meeting. If any assessment is to be considered at such meeting, the notice thereof shall so state and describe the nature thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to vote, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles, Declaration, or these

By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, subject to seven (7) days' written or forty-eight (48) hours' posted notice of each subsequent meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, stating the date, time and place of the meeting to which it pertains, signed, and dated by the authorized person, and filed with the Secretary. Every proxy shall be effective only for the specific meeting for which it was originally given, shall expire ninety (90) days after the date of the meeting for which it was granted and shall be revocable and shall automatically cease upon conveyance by the Member of his/her lot located within Glenmoor Trail (hereinafter referred to as the "Subdivision").

Section 6. Order of Business. The order of business at the annual Members' meeting and, as far as practical, at all other Members' meetings, shall be:

- (a) call to order;
- (b) calling of the roll and certifying of proxies;
- (c) proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) reports of officers;
- (f) reports of committees;
- (g) election of Directors;
- (h) unfinished business;
- (i) new business; and
- (j) adjournment.

ARTICLE III BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Member. The affairs of this Association shall be managed by a Board of at least three (3) Directors who must be Members of the Association, with the exception of the Initial Directors. The number of Directors serving upon the Board may be increased from three (3) up to ten (10) from time to time by amendment to these By-Laws.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year and, at each annual meeting thereafter, the Members shall elect the needed number of Directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death,

resignation or removal of a Director, his/her successor shall be elected by the Members at a Special Meeting called for such purpose, which successor Director shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Organizational Meeting. An organizational meeting of the Board of Directors named in the Articles of Incorporation shall be held within this state at the call of a majority of the incorporators and Members for the purpose of adopting these By-Laws, electing officers and the transaction of such other business as may come before the meeting.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made by any Member from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Association and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members 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 annual meeting. 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 only from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws. The persons receiving a plurality of votes shall be elected.

ARTICLE V MEETING OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after not less than three (3) days' notice to each Director, and upon the posting of notice of such meeting in a conspicuous place within the Subdivision not less than forty-eight (48) hours before such meeting or the delivery of written notice thereof to each Member not less than seven (7) days prior to such meeting. If any assessment is to be considered at such meeting, the notice thereof shall so state and describe the nature thereof.

Section 2. Open Meetings. All meetings of the Board of Directors shall be open to all Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or deposited to this Association and not reserved to the membership by other provisions of the Declaration, these By-Laws, or by the Articles of Incorporation;

(b) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) employ independent contractors, or such other persons as they deem necessary, and to prescribe their duties;

(d) recommend to the Members such amendments and modifications to these By-Laws as the Board may determine from time to time; and

(e) determine policies and adopt administrative rules and regulations governing the property of the Association, and amend such administrative rules and regulations from time to time as the Board deems advisable.

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

(a) cause to be kept the Official Records of the Association, documenting all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any Special Meeting when such statement is requested in writing, at least ten (10) business days prior to such meeting, by any Members who are entitled to vote at such meeting;

(b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

- (c) determine the annual assessment period and propose the amount of the annual or special assessment against each Member for each Lot located within the Subdivision, and provide notice of same to Members with the notice of such meeting of the Members wherein such assessments will be considered, at least thirty (30) days in advance of each annual assessment;
- (d) bring an action at law against any Member personally obligated to pay assessments that are not paid within sixty (60) days after the due date;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) at its option, procure and maintain liability insurance on property owned and/or maintained by the Association;
- (g) at its option, cause all officers or employees having fiscal responsibilities to be bonded;
- (h) cause all of the facilities, if any, of the Association to be maintained;
- (i) elect officers of the Association and otherwise exercise the powers regarding officers of the Association as herein set forth;
- (j) determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board; and
- (k) enforce all covenants contained in the declaration and exercise all powers therein vested in the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The Board shall elect the officers of the Association, and the election of officers shall take place at the first meeting of the Board of Directors and at each annual meeting of the Members thereafter.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. The President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties, which are usually vested in the office of President of a corporation.

Section 7. The Vice President. The Vice President shall, in the absence of or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 8. The Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members, which minutes shall reflect each vote or abstention by each Director present at such meetings. He/she shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law, including notices regarding the availability of copies (at no charge) of the annual budget and financial report of the Association. He/she shall have custody of the seal of Association and affix the same to instruments requiring a seal when duly signed. He/she shall keep the Official Records of the Association and shall perform all other duties incident to the office of the Secretary of a corporation as may be required by the Directors or the President.

Section 9. The Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He/she shall prepare annually a budget and financial report for the Association (a copy of which shall be available, without charge, to the Members upon ten (10) business days' prior written notice); shall keep the financial records and books of account of the Association in accordance with good accounting practices; shall keep detailed, accurate records in chronological order of all receipts and expenditures, specifying and itemizing the maintenance and repair expenses and any other expenses incurred; and, shall perform all other duties incident to the office of Treasurer. The records, books of account, and the vouchers authorizing payments shall be available for examination, upon receipt of ten (10) business days' prior written notice, by any Member of the Association at convenient hours of weekdays.

ARTICLE VIII
COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purposes including, but not limited to, the Architectural Control Committee described under the Declaration.

ARTICLE IX
BOOKS AND RECORDS

The Official Records of the Association shall be maintained at the Association's principal office and shall at all times, during reasonable business hours and upon receipt of ten (10) business days' prior written notice, be subject to inspection and available for photocopying, at a reasonable cost, by any Member or their authorized representative.

ARTICLE X
ASSESSMENTS

As more fully provided in the Declaration and the Articles of Incorporation, each Member is obligated to pay to the Association he/her/its pro rata share (determined, with respect to the Association's budget for the annual period to which such assessments pertain, on the basis of the number of Lots owned by the Member divided by the number of Lots comprising the Subdivision) of the assessment to maintain the business and obligations of the Association. Any assessments, annual or special, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Member obligated to pay the same; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XI
AMENDMENTS

Section 1. These By-Laws may be amended by the Members at a regular or special meeting of the Members by a vote of two-thirds (2/3) of the voting interests of the Association. Before voting upon an amendment to these By-Laws, each Member shall have a copy of the proposed amendment, included with the notice of the meeting called for such purpose.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.

ARTICLE XII
VOTING RIGHTS

Section 1. Each Member shall be entitled to vote at a meeting of the Members of the Association and shall be entitled to cast the number of votes as hereinafter set forth.

Section 2. The voting power of Members of this Association shall be limited to one (1) vote for each lot owned within the Subdivision. For example, a person or entity owning two lots within the Subdivision would be allowed to cast two votes.

Section 3. Membership in the Association shall automatically lapse and terminate when any Member shall cease to be the owner of record of a lot within the Subdivision.

Section 4. When a lot within the Subdivision is owned of record in joint tenancy or tenancy in common, the membership as to such lot within the Subdivision shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only by the joint action of all owners of record of such lot within the Subdivision.

ARTICLE XIII
SPECIAL MATTERS PERTAINING TO DEVELOPER

Section 1. Transition of Control. Notwithstanding anything to the contrary contained in these By-Laws, Members other than the Developer shall be entitled to elect at least a majority of the members of the Board no later than three (3) months after ninety (90) percent of the Lots within all phases of the Subdivision have been conveyed by the Developer to Members.

The developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Subdivision. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 2. Transfer of Control. At the time the Members are entitled to elect at least a majority of the Board of Directors of the Association, the Developer shall, at the Developer's expense, within no more than ninety (90) days, deliver the following documents to the Board:

- (a) all deeds to common property owned by the Association;
- (b) the original of the Association's Declarations of Covenants and Restrictions;
- (c) a certified copy of the Articles of Incorporation of the Association;

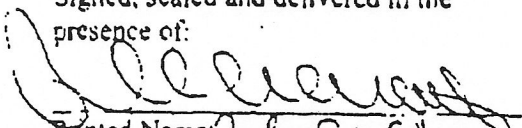
- (d) a copy of the By-Laws;
- (e) the minute books, including all minutes;
- (f) the books and records of the Association;
- (g) policies, rules and regulations if any, which have been adopted;
- (h) resignations of Directors who are required to resign because the Developer is required to relinquish control of the Association;
- (i) the financial records of the Association from the date of incorporation through the date of turnover,
- (j) all Association funds and control thereof;
- (k) all tangible property of the Association;
- (l) a copy of all contracts, which may be in force with the Association as one of the parties;
- (m) a list of the names, addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Association;
- (n) any and all insurance policies in effect;
- (o) any permits issued to the Association by governmental entities;
- (p) any and all warranties in effect;
- (q) a roster of current homeowners and their addresses and telephone numbers and section and lot numbers;
- (r) employment and service contracts in effect; and
- (s) all other contracts in effect to which the Association is a party.

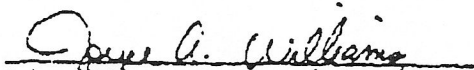
ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recordation of the Articles.

Dated: October 13, 2000.

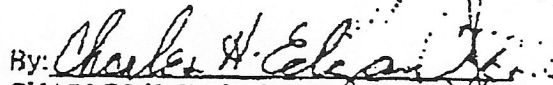
Signed, sealed and delivered in the presence of:

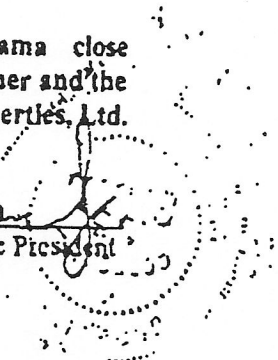

Printed Name: Robert S. Collier


Printed Name: Joyce A. Williams

JBL PROPERTIES, LTD., an Alabama limited partnership

By: JSBA, INC., an Alabama close corporation, as a General Partner and the Managing Partner of JBL Properties, Ltd.

By: 
CHARLES H. EDGAR, JR., Vice President

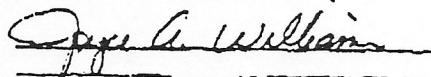


STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING instrument was acknowledged before me this 0 day of December, 2000, by Charles H. Edgar, Jr. as Vice-President of JBL Properties, () who is personally known to me, or () who has provided _____ as identification, and () who did not take an oath.

[NOTARIAL SEAL]


[Type Print Name of Notary]
My Commission No.:
My Commission Expires:



JOYCE A. WILLIAMS
Notary Public - State of FL
Comm. Exp. Apr. 14, 2003
Comm. No. CC804948



JOYCE A. WILLIAMS
Notary P. State of FL
Comm. Exp. Apr. 14, 2003
Comm. No. CC804948

Prepared By:

✓ JBL Properties, Ltd.
356 West Nine Mile Road
Pensacola, Florida 32534

RCD Dec 19, 2000 02:18 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-797362

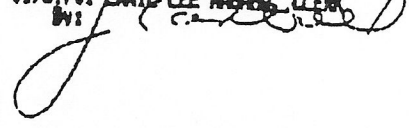
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This Instrument Prepared by:

Richard M. Colbert, Esq.
Clark, Partington, Hart, Larry
Bond & Stackhouse
125 West Romana Street, Suite 800
Pensacola, Florida 32501

OR BK 4655 PG0425
Escambia County, Florida
INSTRUMENT 2001-809504

DEED DOC STAMPS PD @ ESC CO \$ 0.70
01/31/01 ERNIE LEE MARRIS, CLERK
By: 

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**DECLARATION OF PEDESTRIAN EASEMENT
- GLENMOOR TRAIL SUBDIVISION**

THIS Declaration of Pedestrian Easement is made as of the date set forth below by JBL Properties, Ltd., an Alabama limited partnership (hereinafter the "Declarant") for the following uses and purposes:

RECITALS:


- A. Declarant is the owner of all of that certain tract or parcel of real property lying and being in Escambia County, Florida, and constituting Glenmoor Trail - Unit 1 (the "Subdivision"), according to plat thereof recorded in Plat Book 17 at page 5, of the public records of Escambia County, Florida (the "Plat").
- B. Declarant desires to relocate a Pedestrian Easement described and dedicated on the Plat as hereinafter set forth.

NOW, THEREFORE, in considcration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby declares:

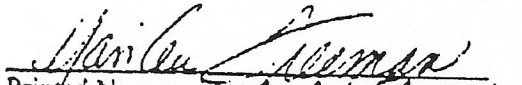
- 1. **Partial Termination of Platted Easement.** The portion of the 10 foot pedestrian easement lying five feet on either side of the lot line dividing Lots 3 and 4 in Block C of the Subdivision, as depicted on the Plat (the "Platted Easement") is hereby terminated, released and quitclaimed to the owners of said Lots 3 and 4, Block C, of the Subdivision.
- 2. **Dedication of Relocated Easement.** Declarant hereby declares and dedicates a perpetual non-exclusive pedestrian easement to the Glenmoor Trail Homeowner's Association, Inc., a Florida non-profit corporation upon, over and across the Eastern 10 feet of the lots 1, 2 and 3, Block C, Glenmoor Trail Subdivision (the "Replacement Easement").

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized General Partner effective as of this 26 date of January, 2001.

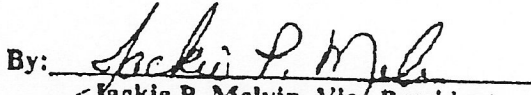
Signed, sealed and delivered in the presence of:


Printed Name: RICHARD M. COLBERT

JBL PROPERTIES, LTD., an Alabama limited partnership


Printed Name: MARLAN FREEMAN

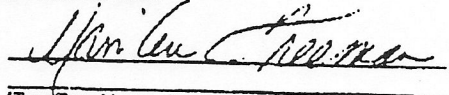
By: JSBA, Inc., an Alabama close corporation, Managing Partner

By: 
Jackie P. Melvin, Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING instrument was acknowledged before me this 26 day of January, 2001, by Jackie P. Melvin, as Vice-President of JSBA, Inc., an Alabama close corporation, as Managing Partner of JBL Properties, Ltd., an Alabama limited partnership, () who is personally known to me, or () who has provided _____ as identification, and () who did not take an oath.

[NOTARIAL SEAL]



(Type Print Name of Notary)
My Commission No.:
My Commission Expires:

OFFICIAL SEAL
Marlan Freeman
Notary Public State of Florida
My Commission Expires Feb. 14, 2001
No. CC603866


JOINDER BY HOMEOWNER'S ASSOCIATION

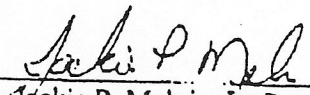
FOR good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Glenmoor Trail Homeowner's Association, Inc., a Florida non profit corporation, hereby joins in and consents to the termination, release and quitclaim of the platted easement, and Declaration of the Replacement Easement set forth above.

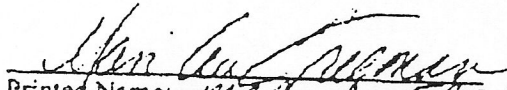
IN WITNESS WHEREOF, Glenmoor Trail Homeowner's Association, Inc., a Florida non profit corporation has caused this joinder and consent to be executed by its duly authorized corporate officer effective as of this 26 date of January, 2001.

Signed, sealed and delivered in the presence of:

GLENMOOR TRAIL HOMEOWNER'S ASSOCIATION, INC., a Florida non profit corporation


Printed Name: RICHARD M. COLBERT

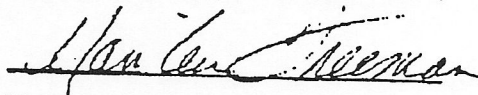
By: 
Jackie P. Melvin, Its President


Printed Name: MARI AN FREEMAN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING instrument was acknowledged before me this 26 day of January, 2001, by Jackie P. Melvin, as President of GLENMOOR TRAIL HOMEOWNER'S ASSOCIATION, INC., a Florida non profit corporation, () who is personally known to me, or () who has provided _____ as identification, and () who did not take an oath.



[Type/Print Name of Notary]
My Commission No.:
My Commission Expires:

[NOTARIAL SEAL]

OFFICIAL SEAL
Mari An Freeman
Notary Public State of Florida
Commission Expires Feb 14, 2001
No. CC603866

RCD Jan 31, 2001 12:44 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-809504

30.00

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

QR BK 4661 PG1219
Escambia County, Florida
INSTRUMENT 2001-813976

Glenmoor Trail - Unit 2

(County Plat)

Plat Book 17

Page 11

RCD Feb 14, 2001 04:39 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-813976

Prepared by:
JBL Properties, Ltd.
356 W. Nine Mile Rd.
Pensacola, FL 32534

TWO YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS

19.50

By: JBL Properties, Ltd.

In: Glenmoor Trail - Unit 2

JBL Properties, Ltd., an Alabama Limited Partnership, through its Managing Partner, JSBA, Inc., a corporation duly organized and existing under the laws of Florida and doing business in the State of Florida, has undertaken to develop and construct certain streets and drainage structures, more particularly described as follows:

Glenmoor Trail - Unit 2

JBL Properties, Ltd. hereinafter referred to as "Developer" wishes to have the streets and drainage improvement dedicated to the public and accepted by Escambia County, a political subdivision of the State of Florida, hereinafter referred to as "County" for maintenance. These streets and drainage improvements have been built in accordance with County standards, and a condition of the County accepting the streets and drainage improvements for maintenance is that the Developer agrees to assume warranty responsibility for the streets and drainage improvements for a period of two years from the date of acceptance by the County.

As consideration for having the streets and drainage improvements accepted by the County, and for other good and sufficient consideration the receipt of which is hereby acknowledged by the parties hereto, Developer enters into this Agreement with County, guaranteeing said improvements as follows:

1. Developer warrants that it shall, for a period of two years from the date of the acceptance of the above-referenced streets and drainage improvements by the County (maintenance period):
 - (1) Take every reasonable precaution to protect the work from damage by the elements or from any cause whatsoever, and;

- (2) Developer, at its own expense, further warrants to repair and to make good all latent defects on account of workmanship or material which may be discovered during the two year maintenance period.
 - (3) Developer shall provide and maintain suitable barricades and signs wherever necessary. Said signs and barricades shall be kept lighted from sunset to sunrise with suitable lights. By executing this Agreement, Developer agrees to save and hold harmless the County, its officers, agents and employees from any and all claims for damage to persons or property, sustained as a result of any defect or occurring during the prosecution of the work. Portions of the work may be accepted as completed and approved by the County.
 - (4) Developer shall not be responsible for damages by utilities or others where such work is permitted by the County.
2. If in the judgment of the County Engineer, repairs to the above referenced streets and drainage improvements become necessary, then upon notice from said County Engineer, at any time during the warranty period, said repairs shall be promptly made, at the expense of Developer, who shall take out and remove all inferior or defective material found in any of the work and replace the same with good and acceptable materials as necessary to bring the warranted improvements into compliance with the certified "as built" drawings of the improvements following final inspection and preceding the commencement of the two year maintenance period.
 3. If County ever has to file a judicial action to enforce any provision of this Warranty, Developer agrees to pay County for all of its costs, including reasonable attorney fees through appeal, if necessary, that County may incur in enforcing this Warranty Agreement. Each party to this Warranty Agreement agrees that venue for any such judicial action shall lie in Escambia County, Florida.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. COUNTY through its Board of County Commissioners signing by and through its Chairman and DEVELOPER signing by and through its Managing Partner.

Escambia County, through its
Board of County Commissioners
By: Tom Banjanin
Tom Banjanin, Chairman

14th day of February, 2001

BCC APPROVED 1/9/2001

ATTEST: Emilio De Magaña
Clerk of the Circuit Court

By: Marjorie Tingrey
Deputy Clerk

Signed, sealed, and witnessed
in the presence of:

Harlan E. Wallace
HARLAN E WALLACE

Joyce A. Williams
Joyce A. Williams

DEVELOPER:

Charles H. Edgar, Jr.
By: Charles H. Edgar, Jr.
Title: Vice-President, JSBA, Inc.
Managing Partner of
JBL Properties, Ltd.

5th day of February, 2001

EXHIBIT "A"

Glenmoor Trail -- Unit 2

Legal Description:

BEGIN AT A CONCRETE MONUMENT MARKING THE WESTERN MOST CORNER OF LOT 16, BLOCK "A", GLENMOOR TRAIL ~ UNIT 1, AS RECORDED IN PLAT BOOK 17, AT PAGE 5 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 46 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 160.52 FEET; THENCE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 56.95 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 619.97 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 97 (100' R/W); THENCE NORTH 01 DEGREES 39 MINUTES 36 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 574.92 FEET; THENCE SOUTH 85 DEGREES 46 MINUTES 39 SECONDS EAST, A DISTANCE OF 852.70 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 54 SECONDS WEST, A DISTANCE OF 45.98 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 222.67 FEET; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 154.14 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 68.69; THENCE SOUTH 43 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 230.32 FEET TO A CONCRETE MONUMENT MARKING THE NORTHERN MOST CORNER OF LOT 3, BLOCK "B" OF AFOREMENTIONED GLENMOOR TRAIL ~ UNIT 1; THENCE SOUTH 46 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 3 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 388.12 FEET TO THE POINT OF BEGINNING. CONTAINING 11.55 ACRES, MORE OR LESS.

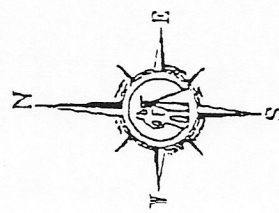
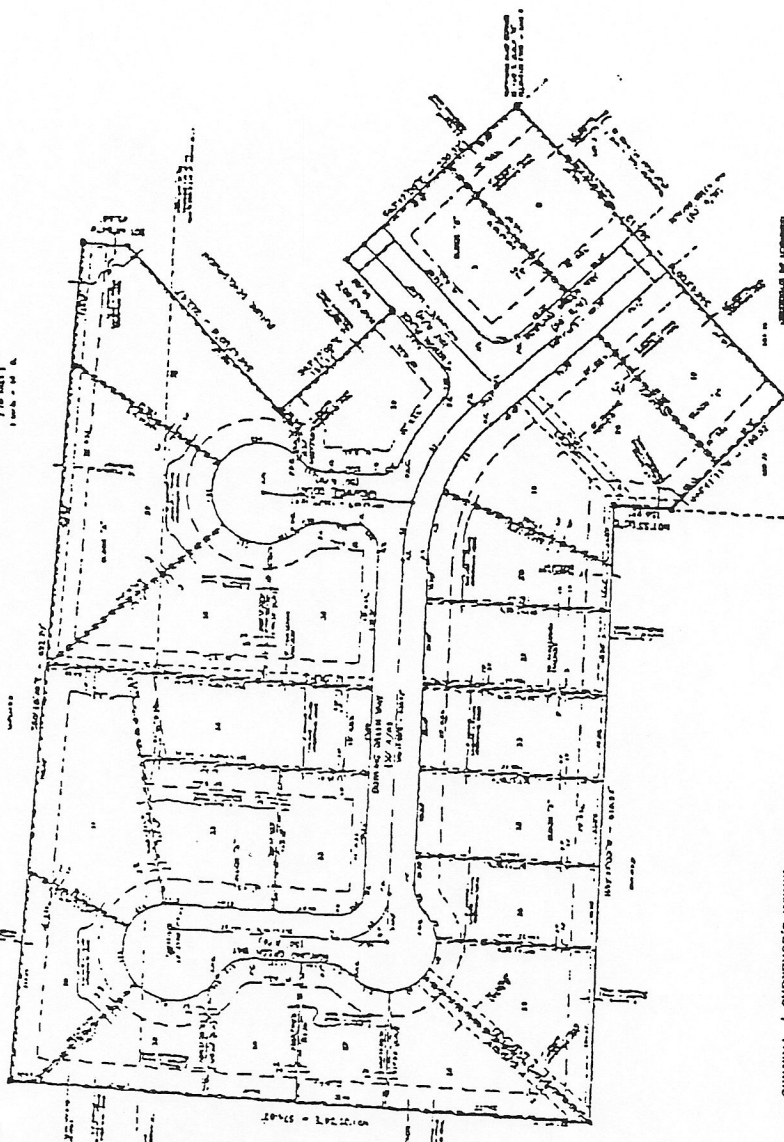
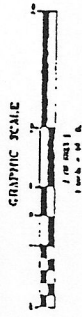
RCD Feb 14, 2001 04:39 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-813977

GLENMOOR TRAIL ~ UNIT 2

A SUBDIVISION OF A PORTION OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA

JANUARY, 2001



NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING WITHOUT THE APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING WITHOUT THE APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE.

NO.	DESCRIPTION	DATE	BY	REVISIONS
1	PRELIMINARY PLAN	1/1/01	J. W. WALKER	
2	REVISIONS	1/1/01	J. W. WALKER	
3	REVISIONS	1/1/01	J. W. WALKER	
4	REVISIONS	1/1/01	J. W. WALKER	
5	REVISIONS	1/1/01	J. W. WALKER	
6	REVISIONS	1/1/01	J. W. WALKER	
7	REVISIONS	1/1/01	J. W. WALKER	
8	REVISIONS	1/1/01	J. W. WALKER	
9	REVISIONS	1/1/01	J. W. WALKER	
10	REVISIONS	1/1/01	J. W. WALKER	

GENERAL / SURVEYOR'S NOTES:

- The survey was conducted in accordance with the Florida Surveying and Mapping Act, Chapter 471, F.S.
- The survey was conducted using a total station and a GPS receiver.
- The survey was conducted on a clear day with good visibility.
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- The survey was conducted using a total station and a GPS receiver.
- The survey was conducted on a clear day with good visibility.
- The survey was conducted in accordance with the Florida Surveying and Mapping Act, Chapter 471, F.S.

SETBACK REQUIREMENTS:

ALL SETBACKS SHALL BE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S.

WALKER LAND SURVEYING, INC.
10000 WALKER ROAD
DADE CITY, FLORIDA 34608
TEL: 813-833-1111
FAX: 813-833-1112
WWW.WALKERSURVEYING.COM

ENDORSEMENT:
I, J. W. WALKER, Surveyor No. 11111, do hereby certify that the above is a true and correct copy of the original plan as filed in my office.

APPROVAL:
I, J. W. WALKER, Surveyor No. 11111, do hereby certify that the above is a true and correct copy of the original plan as filed in my office.

NOTICE:
THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE. THE PLAN IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING WITHOUT THE APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF REVENUE.

LEGEND:

- 1. Proposed easement on road
- 2. Proposed easement on road
- 3. Proposed easement on road
- 4. Proposed easement on road
- 5. Proposed easement on road
- 6. Proposed easement on road
- 7. Proposed easement on road
- 8. Proposed easement on road
- 9. Proposed easement on road
- 10. Proposed easement on road