

PANAMA CITY BEACH CITY COUNCIL AGENDA

NOTE: AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

SPECIAL MEETING DATE: OCTOBER 11, 2018
MEETING TIME: 4:30 P.M.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION- COUNCILMAN SOLIS
- III. PLEDGE OF ALLEGIANCE- COUNCILMAN SOLIS
- IV. QUASI-JUDICIAL HEARING—REHEARING OF ORDER OF THE PLANNING BOARD DENYING THE VARIANCE FOR SHOREWALK HOLDINGS, LLC, FOR PROPERTY LOCATED AT 100 SEABREEZE CIRCLE
- V. ADJOURN

PAUL CASTO	<u> X </u>
PHIL CHESTER	<u> X </u>
GEOFF MCCONNELL	<u> X </u>
HECTOR SOLIS	<u> X </u>
MIKE THOMAS	<u> X </u>

I certify that the Council members listed above have been contacted and made aware of the item on this agenda.



City Clerk

10/4/18

Date

IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR RECOGNIZES YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed to interested parties and posted on the website on: 10/9/18, 2 P.M.

NOTE; COPIES OF THE AGENDA ITEM IS POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE "CITY OF PANAMA CITY BEACH-GOVERNMENT".

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (1995)



LES W. BURKE ◦
ROB BLUE, JR.
EDWARD A. HUTCHISON, JR.
ELIZABETH J. WALTERS *
DOUGLAS L. SMITH +
MICHAEL S. BURKE
WILLIAM S. HENRY**
JOY MARLER MASTERS ++
NEVIN J. ZIMMERMAN
CLARK T. ROGERS
ERIC A. KREBS****
NATALIE A. McSWANE
WILLIAM C. HENRY ◦***
SANDRA A. WILSON ◦

September 17, 2018

◦ OF COUNSEL
* ALSO ADMITTED IN ALABAMA
** ALSO ADMITTED IN GEORGIA
*** ALSO ADMITTED IN NEW YORK
**** ALSO ADMITTED IN TEXAS
+ CERTIFIED CIRCUIT COURT MEDIATOR
++ LL.M. IN TAXATION

Panama City Beach Building and Planning Department
ATTN: Mel Leonard, Director
110 S. Arnold Road, Panama City Beach, FL 32413
via email: mleonard@pcb.gov
achester@pcb.gov

Re: Appeal of Denial of Variance Request for Property Located at
100 Seabreeze Circle, Panama City Beach, FL; Parcel Id. No.: 32778-010-000

Dear Mel:

This letter shall serve as Shorewalk Holdings, LLC notice of appeal of the Planning Board's September 17, 2018, Order denying the request for variance for the property located at 100 Seabreeze Circle, Panama City Beach, FL, Parcel Id. No.: 32778-010-000.

We respectfully request that this appeal be set for the September 27, 2018, City Council Meeting.

Respectfully submitted,

Michael S. Burke
**BURKE BLUE HUTCHISON
WALTERS & SMITH, P.A.**

cc: Mario Gisbert, City Manager
Amy Myers, City Attorney
Shorewalk Holdings, LLC

PANAMA CITY
221 MCKENZIE AVENUE
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PANAMA CITY BEACH
16215 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413
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**CITY OF PANAMA CITY BEACH
PLANNING BOARD MEETING MINUTES
September 10, 2018
MINUTES TO THE REGULAR MEETING**

The meeting was called to order by Chairman Benjamin at 2:00 p.m. and Ms. Chester was asked to call the roll. Members present were Mr. Scruggs, Mr. Wakstein, Mr. Turner, Mr. Sheldon and Chairman Benjamin. Mr. Dowgul and Ms. Cook were absent.

ITEM NO. 1 Approval of August 13, 2018 Planning Board Meeting Minutes

The minutes from the August 13, 2018 meeting were not available for a vote.

ITEM NO. 2 Request approval for a Large Site Development. The proposed plan is to develop a 253-room hotel with meeting and event spaces. The subject property is approximately 6.07 acres located at 16010, 16018 and 16006 Front Beach Road.

Chairman Benjamin introduced the item and asked for Ms. Chester to call for the Jennings Act.

Mr. Scruggs, nothing to disclose. Mr. Wakstein, nothing to disclose. Mr. Turner, nothing to disclose. Mr. Sheldon, nothing to disclose. Chairman Benjamin, nothing to disclose.

Robert Carroll, 17800 Panama City Beach Parkway representing the developer of the property and introduced Mr. Richard Ellison, architect on the project. Mr. Carroll distributed new information on the site and one for the record was submitted. He stated this is an Embassy Suites project, 252 rooms, original plan was for 253 rooms. He explained the new plans were revised to accommodate larger rooms and an additional floor has been added to the west side of the project, which is all permitted, and the allowable height is 75 feet and this project is at 52 feet. He stated there is adequate parking, 345 parking spaces on the site along with off-site parking in addition. Mr. Carroll explained St. Joe owns all this property, 13 acres and are joint-venturing on this project and allowing the parking to overflow onto their own property.

Mr. Carroll stated there is one deviation they are requesting and that has to do with the FBO Districts. He explained their project is in an FBO-2 and an FBO-3, surrounded by an FBO-1, which is owned by the City of Panama City Beach and FBO-4, which is owned by the City of Panama City Beach and then FBO-3, which is Calypso Towers and FBO-2, which is Miracle Strip Amusements. He explained the deviation request is to not adhere to the FBO-1 District requirement of 100 feet separation since it is zoned Commercial and owned by the City of Panama City Beach and the closest residential zoning is approximately 800 feet from the project. Therefore, the request is to allow to be within an FBO District less than 200 feet to allow the 52 feet in height from the requirement of 45 feet in height. Mr. Carroll explained the project and what it entailed with the hotel and amenities on the site. He stated from the recommendation of staff they have interconnectivity with Pier Park without having to come out on Front Beach Road, the buildings are located out front with the parking in the rear. He commented staff did not have any objections to the project.

Chairman Benjamin asked about the report indicating beach access to the public beach across the street and how they were going to get there. Mr. Carroll responded, creating a crosswalk or directing them to the nearest crosswalk further to the west. Chairman Benjamin commented he is concerned for the safety issue of crossing Front Beach Road, stating they are not going to use the proper crosswalks. Mr. Carroll explained when Pier Park was developed this piece has always been planned for a hotel; therefore, from day one that have been plans to be a hotel and pedestrian safety will be something they will have to work on and the development of the CRA in this area. Discussion ensued regarding the heights in the different FBO-Districts, Mr. Carroll commenting all the heights meet the minimum requirements in the districts.

Mr. Sheldon referred to the conditions mentioned in the staff report, referring to the lease agreement with St. Joe and parking. Mr. Silky named the five conditions in his staff report; lease agreement with St. Joe, pedestrian pathway, meet or exceed city landscape standards, sidewalks six feet in width, and vehicular connections to the east of the site. Mr. Carroll mentioned along the eastern boundary of the property there is a proposal for an easement to prevent the a landlock in the rear. Mr. Silky recommended any motion made from the board to include these five conditions.

Chairman Benjamin opened the meeting up for public comments.

Melinda Edwards, 15817 Front Beach Road, Calypso commented she thought it was a good idea for the site and agrees with the beach access and crosswalk since she is concerned for the safety of the pedestrians. She stated there needs to be a better flow of traffic along Front Beach Road.

Brent Compton, 15817 Front Beach Road, Calypso commented he had a concern for the traffic and the added population on the beach in this area. He stated he believes the beach at the city pier was created for public use and not the private use of a hotel. He stated he thought this was bring a large burden on the area at the beach.

Mae Myer, 15817 Front Beach Road, Calypso stated she believes in growth, but not for this area. She added that she felt a skywalk was necessary for this area for pedestrian use and said she was concerned for the safety of the pedestrians.

Dave Everest, 15817 Front Beach Road, Calypso commented he agreed with a crosswalk for this area leading over to the beach side and was also concerned with the traffic congestion this development would add to the area. Mr. Everest commented this would only populate the beach area more. He commented his concerns were for the individuals who own rental property and the allowance to overbuild will only decrease rental rates for investors Mr. Everest also asked if the developer would be willing to work with the developer of Calypso Tower 3 and the sharing of parking for this project and the new tower.

Chairman Benjamin closed the public portion of the meeting.

Mr. Carroll commented this site was part of the original DRI of Pier Park and has been a part the plan. He added there will be other amenities on-site available for the guests; therefore, not all guests will be on the beach at the same time.

Mr. Wakstein added a comment to his Jennings Act disclosure that he is a business owner and rents retail space in Pier Park. Mr. Sheldon made a motion to approve with the five conditions noted in the staff report and it was seconded by Mr. Scruggs. Ms. Chester was asked to call roll.

Mr. Scruggs	Yes	Mr. Sheldon	Yes
Mr. Wakstein	Yes	Chairman Benjamin	Yes
Mr. Turner	Yes		

Ms. Chester commented the Large Site Development was approved.

ITEM NO. 3 Shorewalk Holdings, LLC is requesting authorization of a variance to permit the sale of residential lots of 1,600 square feet, which is not in compliance with the R-2 minimum lot standard of 6,000 square feet. The property is located at 100 Seabreeze Circle.

Chairman Benjamin introduced the item and asked Ms. Chester to call for the Jennings Act.

Mr. Scruggs, nothing to disclose. Mr. Wakstein, nothing to disclose. Mr. Turner, nothing to disclose. Mr. Sheldon, nothing to disclose. Chairman Benjamin, nothing to disclose.

Mike Burke, Law Firm of Burke and Blue on behalf of Shorewalk Holdings, LLC regarding the variance. He introduced the project as one that has already been approved by the Planning Department; approving the type of development, density, the land use and the compatibility, but the discrepancy is how Shorewalk, LLC sales the property. Mr. Burke stated they are not requesting more density or setbacks, but the size of the lot does not meet the requirements of the zoning. He stated the planning department was under the impression that a land condominium was being developed for this property, but the developer did not intend for this to be a land condominium. He stated therefore, his client is seeking a variance to allow for the established lot sizes. Mr. Burke displayed photographs of the before and after development of the property. He described the project as the HOA owning all the dirt around the lots, the roadway, and yards leaving the homeowner owning the building of 1,600 square feet. He explained there are six units under construction, one unit has sold, and one unit is under contract until this matter is resolved. Mr. Burke stated during the approval process this was a land condominium, but not recognized in FL Statutes, but term used to create units smaller than what is permitted for platting purposes; therefore, this is the same type of ownership as represented in this but called a homeowner's association rather than a condominium association. Mr. Burke stated if the belief was there was going to be land condominium and that was okay, this is the same animal that needs approval. Mr.

Burke reiterated the development order met the approval, construction has proceeded, but the snag occurred when attempting to sale by metes and bounds when it needed to be platted. Mr. Burke asked for the board's consideration to grant a variance to allow for the development that doesn't meet the 6,000 square requirement, but looking to do allow for a townhome, which meets the requirement of lot size. He explained a townhome may require two doors on a building for two separate units, it would still be the same development here, not changing the density, compatibility, the use that is all consistent with the code, but asking for a variance to allow for the sale by metes and bounds description.

Mr. Scruggs asked if one of the motivating factors to go this route is due to it's hard to get the financing for in a condo fashion rather than a fee simple loan. Mr. Burke commented yes, that is correct. Discussion ensued on efforts to have the property rezoned to RTH or to amend the LDC. Ms. Myers commented those options could take three to six months. Mr. Burke commented this would not fit into an RTH zoning, because these are not built as townhomes connecting with two doors on the structure. He stated this allowed in Bay County and recommended the board reviewing to add to the LDC.

Chairman Benjamin opened the meeting up for public comment.

Larry Fox, 16814 Innocente commented he lives next door to the entrance of the development and is very pleased with the project.

Alma Fortson, 17000 Hernando Avenue, across the street from the project and commented she is concerned the project will turn into short-term rentals and not be families. She explained that she lives near the development and is not in favor of short-term rentals. Mr. Wakstein commented the HOA documents indicate it is a six-month minimum. Mr. Burke confirmed the documents indicated no rentals less than six months are allowed, but this is a residential development.

Chairman Benjamin closed the public portion of the meeting and asked for an explanation on how to keep this from occurring again. Mr. Leonard stated it can be addressed through the LDC because this is the only time this has come up in twenty years. He commented it was addressed in the original approval where there would be no lots created less than the minimum lot size of 6,000 square feet. He explained the people now are different from the ones who originally submitted, and their intention may have been different. He stated there was not a misinterpretation and nothing was done wrong in the process. Mr. Leonard agreed stated if the board likes the idea of the project, grant the variance and direct staff to work on changes to consider for the LDC.

Mr. Silky commented the problem is getting around the lot size and lot width, the structure not meeting the setbacks unless something is changed. He suggested in the Supplemental Standards in the LDC will allow townhomes in the CH district, following the lot sizes of a townhome; therefore, if we could follow those same standards in the R-2 zoning it could work, but the catch is a townhome is two structures connected and these structures in this development are not connected. Mr. Sheldon asked if a shareable driveway could be identified as a shared connector to identify them as a townhome. Mr. Leonard commented the structures must be connected to be identified as a multi-family. Discussion ensued on ideas of how to connect the structures. Mr. Burke commented one structure has already been sold, other structures built and one pending contract; therefore, changing the construction is not feasible. Mr. Burke also mentioned the requirements for R-2 is a minimum lot of 6,000 square feet, if you take the entire parcel area and divide by 6,000 square feet you get 25 units and the development has 21 units, therefore meeting all the land requirements. Discussion ensued of the same type of projects that are in Bay County where it is permitted. Ms. Silky commented his review and approval of the development order was for a multi-family project with the lot size of 6,000 square feet.

Brandon Burg introduced himself as he worked on drafting the documents with Robert Carroll modeling this project after one of the approved projects in Bay County. He stated he sees the problem in our code is the separation of the ownership from the large parcel into the individual units. He stated the development order the idea was the entire parcel be considered a lot and then the structures on top are the individual units. He explained this was not set up to skirt financing rules or increase marketability, but the projects in Bay County have worked and didn't realize the small nuance differences in the code. Mr. Silky commented the staff, legal and engineering conversations and understanding have been all along they were selling it as a land condominium, joint ownership of the property, own structure on top and it was viewed as a condominium. He commented it is a great project and hopes there is a way to make it work. Discussion ensued. Mr. Sheldon asked how we got here today with seven structures complete on the project. Mr. Leonard commented there was not any additional lots being created, but all staying common property. He

stated when the request came in for us to approve 1,600 square foot lots, the division of the land request is why we are here today. Ms. Myers commented FL Statutes does not define a land condominium and are code does not speak to condominium, because it's the conveyance of a structure and not of the dirt. She stated that now they are splitting the dirt it requires them to go through the subdivision platting process.

Mr. Wakstein commented he agreed it was a great project, but there are no findings to support the requirements in LDC to approve a variance. Mr. Burke stated there is only one change needed and that is for the board to recognize this is exactly what was approved except for the form of ownership; therefore, you as the planning board can approve this variance. Mr. Silky cautioned the board in that this may be a way for future developers to skirt around the subdivision requirements. Mr. Silky stated he thinks this is a great project, but there are other ways of getting this approved. He reiterated again that he approved the project with joint ownership of the land and the owners would only own the structures. Mr. Burg disagreed with staff's interpretation. Discussion ensued. Mr. Carroll explained how this works in Bay County and showed there is adequate land on the site per unit, but it is disbursed over the whole property, meeting the density requirements. Mr. Sheldon asked if there is a way to approve this project without having to grant a variance.

Chairman Benjamin asked what the downside of the board were approving the project. Ms. Myers commented the worst-case scenario is that its waters down the variance criteria, the subdivision and platting requirements in the LDC. She stated the best-case scenario is the staff come up with regulations that are specific to land condominiums or the property is rezoned and approached in a different manner. Mr. Scruggs made a motion to approve the variance and to pursue the LDC changes to allow for land condominiums and it was seconded by Mr. Sheldon. Discussion followed. Ms. Chester was asked to call roll.

Mr. Scruggs	Yes	Mr. Sheldon	Yes
Mr. Wakstein	No	Chairman Benjamin	No
Mr. Turner	No		

Ms. Chester commented the variance request to approve failed.

Mr. Scruggs made a motion to direct staff in adding land condominium designation to the Land Development Code or alternatives to allow such developments as Shorewalk. and it was seconded by Mr. Sheldon. Ms. Chester was asked to call roll.

Mr. Scruggs	Yes	Mr. Sheldon	Yes
Mr. Wakstein	Yes	Chairman Benjamin	No
Mr. Turner	Yes		

ITEM NO. 4 Ordinance 1464 – Proposed Ordinance for Signs on Sand Beach

Ms. Myers introduced the item and explained this was at the request of the City Council. She stated the ordinance prohibits “No Trespassing” signs on the sandy gulf beach. Discussion ensued.

Mr. Sheldon made a motion to approve and it was seconded by Mr. Wakstein. Ms. Chester was asked to call roll.

Mr. Scruggs	Yes	Mr. Sheldon	Yes
Mr. Wakstein	Yes	Chairman Benjamin	Yes
Mr. Turner	Yes		

Ms. Chester commented it was recommended for approval to City Council.

ITEM NO. 5 Proposed Ordinance for Bay Parkway, N. Nautilus Street, and N. Pier Park Scenic Corridors

Ms. Myers introduced the item and explained this would be amending the LDC's definition of Scenic Corridors to include the above-named streets. She stated Bay Parkway would be identified as a limited access road, Access Class 3, explaining N. Nautilus Street and N. Pier Park are the connectors to Bay Parkway. Ms. Myers commented recommendation from the City Engineer, Kelly Jenkins in that N. Nautilus, north of Colony Club be also classified as a limited access road, Access Class 5. Discussion ensued. Chairman Benjamin commented the ordinance only pertains to Bay

Parkway regarding the sign requirement and he recommended to add all three streets in this requirement of signs, and stated he recommended no signs over six feet in height, like a monument sign. Discussion ensued.

Ms. Scruggs made a motion to approve the ordinance with the recommendation of the sign limitation of six feet in height for signs and it was seconded by Mr. Sheldon. Ms. Chester was asked to call roll.

Mr. Scruggs	Yes	Mr. Sheldon	Yes
Mr. Wakstein	Yes	Chairman Benjamin	Yes
Mr. Turner	Yes		

Ms. Chester commented it was recommended for approval to City Council.

ITEM NO. 6 Code Enforcement Update

Mr. Tindle gave an update on the cases for the month of August, which consisted of 149 cases. He explained the majority cases involved grass and overgrowth. Mr. Tindle showed examples of illegal dumping and abandoned cars in the neighborhoods.

Mr. Tindle announced that Mr. Mark Williamson retired in August and they have been operating with two officers, interviews have been completed and hope to have a new office next month. The board thanked him for the update.

ITEM NO. 7 Planning Board Actions Update

Chairman Benjamin asked for an update on the development Beachscape. Mr. Leonard commented they are working on a possible change from a condominium to a boutique hotel. He stated it would be in the same footprint with lesser height, but no submittal has been occurred. Mr. Leonard stated they have an active development order that has been extended by the State of Florida.

Mr. Silky provided an update on the actions taken by the board in the last year.

NEW BUSINESS: Chairman Benjamin commented there were four members up for reappointment, two have chosen not to continue their service on the board, Mr. Dowgul and Ms. Cook. He stated the board rotates four and three rotation on the board every two years, he recommended there should be a way to spread the rotation out so that most members would not be leaving at the same time. Chairman Benjamin stated in his opinion the four and three rotation is being done on the election years, which is wrong since the elections of the board members are coming from new people that may not have had time to observe the members. He suggested the rotation be done on the non-election years.

The meeting was adjourned at 4:04 p.m.

DATED this _____ day of _____, 2018

Edward Benjamin, Chairman

ATTEST:

Andrea Chester, Secretary

PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH

**IN RE: REQUEST FOR VARIANCE LOCATED ON HUTCHISON
Submitted by Shorewalk Holdings, LLC
Parcel No.: 32778-010-000
PROPERTY LOCATED AT 100 Seabreeze Circle
PANAMA CITY BEACH, FLORIDA**

ORDER

The **PLANNING BOARD OF THE CITY OF PANAMA CITY BEACH**, having heard testimony and reviewed the exhibits produced at the Quasi-Judicial Hearing in this matter held September 10, 2018, sets forth the following Procedural History, Findings of Fact and Conclusions of Law.

PROCEDURAL HISTORY

1. On June 14, 2016, the City issued a Local Development Order for a 21-unit Multi-family development located on 3.53 acres at 100 Seabreeze Circle.
2. On August 21, 2018, Shorewalk Holdings, LLC submitted a complete application for a Variance request from the City's subdivision requirements to permit the subdivision of 21 single-family lots measuring 32' by 50', to allow conveyance of the single family homes constructed on the site. The City's Land Development Code provides that:

"Every division of land within the *City* (other than a division of land authorized by subsection D) resulting in three (3) or more ***Lots, Parcels***, tracts, etc. shall be made by reference to a recorded ***Plat***. Plats shall be approved in accordance with the procedural requirements set forth in Chapter 10 of the ***LDC***." LDC Section 1.04.02.A

3. Staff properly and timely prepared a written report setting forth City Staff's

analysis of the Variance request and concluded that the request did not satisfy the factors required to qualify for a variance under Section 9.03.03 of the City's Land Development Code (LDC).

4. On September 10, 2018, the Planning Board held a properly advertised Quasi-Judicial hearing on the request.
5. The Planning Board received testimony from the Applicant regarding the reason for the request.
6. Public comment was received by the Board from nearby residents.

FINDINGS OF FACT

7. The Senior Planner presented competent substantial evidence that the development order contemplated a multi-family development on one lot, with no subdivision of land. The Senior Planner stated that the proposed building sites did not meet the City's minimum lot size requirements, and that the buildings, as located on those building sites, did not meet the City's setback requirements.
8. The Applicant stated that the developed project to date includes 6 already constructed detached single family homes, and plans for 15 more, as contemplated in the site plan attached to the Development Order. The Applicant indicated that this project was modeled after one approved in the County, and was intended to function as a land condominium not contemplated by our Code.

CONCLUSIONS OF LAW

9. Pursuant to LDC Secs. 8.03.03.L, 9.03.01 and 10.04.07.A, the Planning Board has jurisdiction to conduct this Quasi-Judicial hearing.
10. The City Planner is qualified to express an opinion on the matters addressed herein related to the City's Comprehensive Plan and Land Development Code.

11. At a Quasi-Judicial hearing, the Planning Board is required to base its decision upon the evidence as may be presented to the Planning Board during the hearing. *See:* LDC Sec 10.13.01.J.
12. In a variance proceeding, the party seeking the variance bears the burden of proof. *See:* LDC Secs. 9.03.03.B and 10.13.02.E.
13. The Applicant failed to demonstrate that the conditions expressed in Section 9.03.03 were satisfied.

THEREFORE, it is **ORDERED AND ADJUDGED** that the captioned Request is **DENIED**.

Parties with standing have the right to request a rehearing before the City Council within ten (10) days of the date of this Order by filing a written request with the Secretary of the Planning Board.

DONE this 17 day of Sept, 2018.

By: Ed Benjamin
Planning Board Chairman

ATTEST:
Charles Silky
Charles Silky, Senior Planner

DATA AND ANALYSIS

- APPLICANT:** Shorewalk Holdings
12805 US Highway 98 Suite S 201
Inlet Beach, Florida
- PROJECT ADDRESS:** 100 Seabreeze Circle
Panama City Beach, Florida
- ZONING DISTRICT:** R-2
- REQUESTED ACTION:** To permit the subdivision of 21 single-family lots, which are 32' wide, 50' deep and measure 1,600 square feet in, lot area.
- REASON FOR REQUEST:** The City's Land Development Code "LDC" Table 4.02.02.C requires a minimum lot width of 60 feet, a minimum lot area of 6,000 square feet and a maximum lot coverage of 40%.
- In addition, the applicants implied building footprint is contrary to LDC Table 4.02.02.A, which requires a minimum front and rear setback of 25' and side setbacks of 5' to 10' depending on building height.
- BACKGROUND:** The applicant was issued a Development Order with the understanding the subject parcel would not be subdivided and would remain one parcel to be developed as a condominium complex with 21 individual structures.

The proposed development is contrary to the following section of the City's Land Development Code:

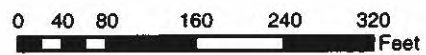
- Table 4.02.02.C requires a minimum lot width of 60 feet, a minimum lot area of 6,000 square feet and a maximum lot coverage of 40%.
- Table 4.02.02.A requires a 25' front and rear setback and a 5' to 10' side setback.

CONCLUSION: After reviewing the application, it appears the applicant does not meet the eight requirements necessary to grant a hardship variance. Staff believes any hardship has been self-imposed by the applicant. Staff recommends denial of the request.



Legend

- PCB_Parcels
- Major Road
- Minor Road



Prepared by The
City of Panama City Beach
Planning Department



CITY OF PANAMA CITY BEACH

ORIGINAL

Building and Planning Department
116 S. Arnold Road, Panama City Beach, FL 32413
850-233-5054, ext. 2313 Fax: 850-233-5049
Email: achester@pcb.gov.com

REQUEST FOR VARIANCE OR APPEAL

Applicant:

Name(s): Shorewalk Holdings, LLC (a/k/a Chaudry Residential)

Address: 12805 US Hwy 98, Suite S 201

City: Inlet Beach State: FL Telephone: (850) 236-4444 Fax: (850) 236-1313

Email: mughis@capitalaholdings.com

Name of Acting Agent: Michael S. Burke, Burke Blue Hutchison Walters & Smith, P.A.

Statement acknowledged before a notary public authorizing the representative to act on behalf of the property owner with regard to the application and associated procedures. Attached to the application.

Address of Property Seeking Variance or Appeal: 100 Seabreeze Circle, Panama City Beach, FL 32413 (intersection of Innocente Ave. & Seabreeze Cir.)

Please provide a survey obtained no more than two (2) years prior to the filing of the application, containing legal description, land area and existing improvements located on the site. Please submit a total of ten (10) copies.

Variance Application Fee: \$500.00 Date Collected:

The procedure for review of application is found in Sections 10.02.02 and 10.02.12 of the LDC. All Site Plans and Plats shall be drawn to scale.

Basic Submittal Requirements - LDC Section 10.02.02

Plan or Plat Preparer

Name: Robert Carroll, P.E.

Address: 17800 Panama City Beach Pkwy Email Address: rcarroll@mcneilcarroll.com

City: Panama City Beach State: FL Telephone: (850) 234-1730 Fax: (850) 234-1731

Date of Preparation: Date(s) of any modifications:

Legal Description: (Consistent with the Required Survey) See attached Development Order and Plan Drawings

A vicinity map showing the location of the property.

Future Land Use Map designation for the property: Multi-Family Zoning designation: R-2

Deed Restrictions or Private Covenants apply to this property: X Yes No (If so, please provide a copy with this application.)

Requested Action - Please mark the appropriate request.

Variance Request from the following section(s) of the LDC: _____

Appeal of the Building Official's (or his/her designee) application of the following sections:

State specifically for Variance, the hardship to the subject property, or for Appeal, how has the specific regulation been incorrectly applied: Request for Variance to permit the sale of single family townhome style lots of

approximately 1,600 feet to be sold pursuant to an approved Development Order.

Submittal Requirements for Requests for Variances – LDC Section 10.02.12 (B)

A statement setting forth:

1. All facts and circumstances upon which the applicant intends to rely for the requested Variance; and
2. An analysis of each of the criteria set forth in section 9.03.03(A)(1)-(8)

Required Findings – LDC Section 9.03.03

A. In order for an application for a Variance to be approved or approved with conditions, the Planning Board must make a positive finding, based on the evidence submitted, with regard to each of the following provisions:

1. There is a specific hardship affecting the Development of the Lot resulting from the strict application of the provisions of the LDC.
2. The hardship is not a result of actions of the owner and is not based solely on a desire to reduce Development costs;
3. The need for the proposed Variance is due to the physical shape, configuration or topographical condition of the Lot in such a manner as to distinguish it from other adjacent or nearby Lots or from other Lots in the district;
4. The proposed Variance is necessary to preserve a substantial property right where such property right is generally available to other property owners of adjacent or nearby Lots or other Lots in the district;
5. The proposed Variance will not substantially increase congestion on surrounding Streets, will not increase the danger of fire or other hazard and will not otherwise be detrimental to the health, safety or general welfare of the public;
6. The proposed Variance will be compatible with adjacent and nearby Development and will not alter the essential character of the district;
7. The effect of the proposed Variance is consistent with the purposes of the LDC; and
8. The effect of the proposed Variance is consistent with the Comprehensive Plan.

B. The applicant for a Variance has the burden of proof of demonstrating that the application for a Variance complies with each of the requirements of section 9.03.03.

Explain how granting the variance will allow the hardship to be overcome? Is the request the minimum necessary to overcome the hardship? _____

See Supplemental Pages to Shorewalk Holdings, LLC Request for Variance

How many feet away are all adjacent structures (also on surrounding properties) from structure located on subject property? Name specific structures. _____

See Supplemental Pages to Shorewalk Holdings, LLC Request for Variance

If variance is granted, how will it impact the adjacent properties? Please give specific examples of light, air, noise, congestion, general welfare of the public. _____

See Supplemental Pages to Shorewalk Holdings, LLC Request for Variance

Restricted or Conditional Variance and Termination – LDC Section 9.03.04

- A. The Planning Board may impose such conditions and restrictions as may be necessary to allow a positive finding for any of the factors listed in section 9.03.03(A)(5) and (6).
- B. After written notice of violation and reasonable opportunity to cure has been given to the property owner, the City Manager shall terminate a restricted or conditional Variance for a violation of the restriction or condition imposed that materially negated the related positive finding. This can be done at any point in time after expiration of the time to cure.

Limitation on Time to Use Variance – LDC Section 9.03.05

Any Variance authorized by the Planning Board and not used and acted upon in a real and substantial way by the applicant or the applicant's successor in interest; within one (1) year from the date on which the decision of the Planning Board is reduced to a written order or if appealed; the date on which the order becomes final, shall be deemed Abandoned and be void and of no further force and effect.

Applicant's Name(s):

Michael S. Burke

Print Name

Print Name

Date: August 21, 2018

Signature

Signature

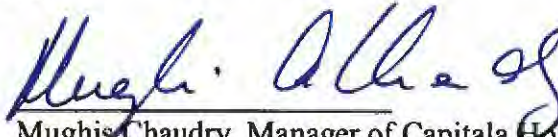
**Shorewalk Holdings, LLC
12805 US Hwy 98, Suite S 201
Panama City Beach, FL 32413**

City of Panama City Beach, Florida
Planning & Zoning Department
Attn: Mel Leonard, Director of Planning & Building
110 S. Arnold Road
Panama City Beach, FL 32413

Re: Authorized Applicant for Shorewalk Holdings, LLC (Chaudry Residential)

Dear Mel:

Please accept this letter as Shorewalk Holdings, LLC authorization for BurkeBlue, P.A. and or McNeil Carroll Engineering, Inc. to act as our agent(s) for purposes of the Shorewalk Holdings, LLC, application for variance.



Mughis Chaudry, Manager of Capitala Holdings, LLC;
Manager of Shorewalk Management, LLC;
Manager of Shorewalk Holdings, LLC

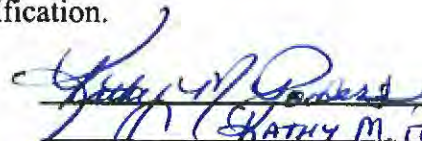
STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 20 day of August, 2018, by Mughis Chaudry, Manager of Capitala Holdings, LLC, a Florida limited liability company, on behalf of the company, and he is:

- is personally known to me.
- produced a current Florida driver's license as identification, No. 0360541692230.
- produced _____ as identification.

(Notary Seal)





(KATHY M. POWERS)
(Print Name)
Notary Public
Serial # FF 957110
My Commission Expires: 2/3/2020

cc: Robert Carroll, P.E.
Mike S. Burke, Esq.



Shorewalk			
Parcel: 32778-010-000 Acres: 3.611			
Name	SHOREWALK HOLDINGS LLC	Land Value:	1,225,992
Site	100 SEA BREEZE CIR	Building Value:	102,989
Sale	\$615,000 on 06-2016 Reason=N Qual=U	Misc Value:	14,112
Mail	C/O 12805 US HWY 98 E	Just Value:	1,343,093
	STE S 201	Assessed Value	1,343,093
	INLET BEACH, FL 32413	Exempt Value	0
		Taxable Value	1,343,093



Bay County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

**SUPPLEMENTAL PAGES TO SHOREWALK HOLDINGS, LLC
REQUEST FOR VARIANCE**

1. There is a specific hardship affecting the Development of the Lot resulting from the strict application of the provisions of the LDC

Shorewalk received an approved Development Order from the City on June 14, 2016. See, Exhibit A. The DO approved Shorewalk as 21 unit single family development on 3.53 acres of land. The plan of development is that each owner will buy a footprint lot of approximately 1,600 square feet. The owner will own the lot in fee simple, but will own all of the surrounding land in common with the other 20 lot owners under a home owners association ("HOA"). See Declaration attached as Exhibit B. The HOA will be responsible for the maintenance of all of the landscaping, including the "yard" of each lot, the utilities and amenities in the development.

Shorewalk has already constructed and sold one home, has one home ready to close the sale, and six more under various stages of construction. The developer is unable to close on the remaining lots because the 1,600 square foot lot is not in compliance with the R-2 minimum lot standard of 6,000 square feet; however, the lots do meet the minimum requirement of 1,575 for the RTH (townhouse) district.

Shorewalk is seeking a variance to permit the single family structures to be treated as a townhome under the LDC and sell lots of 1,600 square feet more or less.

2. The hardship is not a result of action of the owner and is not based solely on a desire to reduce development costs.

Shorewalk has an approved DO from the City. The development costs will be unchanged by a variance.

3. The need for the proposed Variance is due to the physical shape, configuration or topographical condition of the Lot in such a manner as to distinguish it from other adjacent or nearby Lots or from other Lots in the district.

The Variance is needed because the strict application of the definition of "townhome" does not permit this innovative and increasingly popular form of ownership to be sold within the City. The City should consider amending its LDC to address this type of development.

4. The proposed Variance is necessary to preserve a substantial property right where such property right is generally available to other property owners of adjacent or nearby Lots or other Lots in the district.

Shorewalk has an approved DO, has completed all of its roads and infrastructure, has sold one home, has one home ready to close immediately and six others in various stages of

completion. Shorewalk has a substantial property right in the issuance of the DO and the completion of the improvements already made to the property based on reliance on the DO. Shorewalk is in compliance with all other provisions of the LDC but is being denied the ability to sell its remaining planned lots because the LDC does not recognize the form of ownership under which the project is being developed.

- 5. The proposed Variance will not substantially increase congestion on surrounding Streets, will not increase the danger of fire or other hazard and will not otherwise be detrimental to the health, safety or general welfare of the public.**

Shorewalk has an approved DO from the City. All of the items listed in finding number 5 have already been addressed and approved by the City.

- 6. The proposed Variance will be compatible with adjacent and nearby Development and will not alter the essential character of the district.**

Shorewalk has an approved DO from the City for single family dwellings. The development has already been deemed compatible with the area.

- 7. The effect of the proposed Variance is consistent with the purposes of the LDC.**

Shorewalk has an approved DO from the City. Approval of the variance will amount to form over substance, but is necessary in order for the developer to convey the parcels as contemplated by the development plan.

- 8. The effect of the proposed variance is consistent with the Comprehensive plan.**

Shorewalk has an approved DO from the City. Approval of the variance will amount to form over substance, but is necessary in order for the developer to convey the parcels as contemplated by the development plan.

Explain how granting the variance will allow the hardship to be overcome? Is the request the minimum necessary to overcome the hardship?

Permitting the lots to be considered townhome lots for purposes of sale will permit the developer to sell the lots as approved in the DO issued by the City. The only difference between this proposal and the townhome definition in the LDC is that the dwellings will not be attached; however, they will have all of the same characteristics of a townhome development such as common ownership of infrastructure and amenities.

How many feet away are all adjacent structures (also on surrounding properties) from structure located on the subject property? Name specific structures.

Shorewalk has been granted a DO by the City. Shorewalk meets all of the required setbacks from surrounding structures.

If variance is granted, how will it impact the adjacent properties? Please give specific examples of light, air, noise, congestion, general welfare of the public.

Shorewalk has an approved DO from the City. The impact on surrounding properties has already been determined to be compatible. The requested variance is related only to the lot size and the request is to treat this development the same as you would a townhouse development and permit the conveyance of lots that are approximately 1,600 square feet in size.



Panama City Beach
Planning Department
110 South Arnold, Rd, Panama City Beach Florida 32413
csilky@pcbgov.com

6-14-16

Mr. Robert Carroll
McNeil Carroll Engineering
rcarroll@mcneilcarroll.com

SUBJECT: Chaudhry Residential

Mr. Carroll,

Please find enclosed an approved Development Order from the City of Panama City Beach for the above referenced project. Feel free to contact our office if you are in need of any additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Silky".

Charles Silky
Senior Planner



CITY OF PANAMA CITY BEACH DEVELOPMENT ORDER WORKSHEET

PROJECT: Chaudhry Residential

PROPOSED USE: Multi-Family
(From Table 2.03.02)

Zoning District R-2
http://www.pcbgov.com/gov_zoning.php

Overlay Zone NO
http://www.pcbgov.com/gov_zoning.php

SITE DEVELOPMENT STANDARDS:

Are the Following Standards Satisfied:

	<u>Yes</u>	<u>No</u>	<u>NA</u>
Supplemental Standards (Section 5.04.18)	<u> </u>	<u> </u>	<u>X</u>
Telecommunications Tower (Section 5.05.00)	<u> </u>	<u> </u>	<u>X</u>
Conditional Use (Section 5.06.00)	<u> </u>	<u> </u>	<u>X</u>
Coastal High Hazard Area (Section 3.02.22)	<u> </u>	<u> </u>	<u>X</u>
Wetlands Survey and Protection (Section 3.03.00) (See Comprehensive Plan Section 8) (Section 4.06.07)	<u> </u>	<u> </u>	<u>X</u>
Protected Habitats (Section 3.04.00) (See Comprehensive Plan Section 8) (Section 4.06.07)	<u> </u>	<u> </u>	<u>X</u>

	<u>ALLOWED</u>	<u>PROPOSED</u>
Minimum Lot Size (Table 4.02.02C)	<u>6,000</u>	<u>3.53 Acres</u>
Minimum Lot Width (Table 4.02.02C)	<u>60</u>	<u>60-Innocente</u>
Setbacks		
Table 4.02.02A Front	<u>25</u>	<u>25</u>
Side	<u>7.5</u>	<u>7.5</u>
Side Street	<u>15</u>	<u>NA</u>
Rear	<u>25</u>	<u>25</u>

Accessory Structure Setbacks

Section 5.02.01 Front	<u>25</u>	<u>NA</u>
Side	<u>5</u>	<u>NA</u>
Rear	<u>10</u>	<u>NA</u>
ISR / Lot Coverage (Table 4.02.02C)	<u>40%</u>	<u>22%</u>
Building Height (Table 4.02.02A) (Section 4.02.02(b)(6)- (Additional Subdivision Restrictions)	<u>35</u>	<u>25</u>
Units Per Acre / FAR (Table 2.04.01)	<u>40</u>	<u>6.00</u>
Height Incentive Requested	<u>Y / N</u>	
Which Incentive (Table 4.02.02B)	<u>NA</u>	

Are the Following Standards Satisfied:

	<u>Yes</u>	<u>No</u>	<u>NA</u>
Scenic Corridor Design Requirements (Section 4.02.03)			
Screening	<u>_____</u>	<u>_____</u>	<u>X</u>
Screened Utility Devices	<u>_____</u>	<u>_____</u>	<u>X</u>
Design / Metal Facades	<u>_____</u>	<u>_____</u>	<u>X</u>
Underground Utilities	<u>_____</u>	<u>_____</u>	<u>X</u>
Toilets Visible	<u>_____</u>	<u>_____</u>	<u>X</u>
Fencing	<u>_____</u>	<u>_____</u>	<u>X</u>
Sidewalks (Section 4.04.03)	<u>X</u>	<u>_____</u>	<u>_____</u>
Parking Lot Setbacks (Section 4.05.03)	<u>_____</u>	<u>_____</u>	<u>X</u>
Landscape Requirements (Section 4.06.00)	<u>_____</u>	<u>_____</u>	<u>X</u>
Garbage Cans, Litter (City Code Section 12-5 and 12-7)	<u>_____</u>	<u>_____</u>	<u>X</u>
Active, Inactive Construction Sites (City Code Section 8-14)	<u>X</u>	<u>_____</u>	<u>_____</u>
Dumpsters (Section 5.02.04)	<u>_____</u>	<u>_____</u>	<u>X</u>

Performance Standards:

Section 4.02.04 Smoke, Dust, Dirt	_____	_____	<u>X</u>
Fumes, Vapors, Gases	_____	_____	<u>X</u>
Wastes	_____	_____	<u>X</u>
Heat, Cold, Dampness or Movement of Air	_____	_____	<u>X</u>
Noise	_____	_____	<u>X</u>
Odor	_____	_____	<u>X</u>
Glare and Light	_____	_____	<u>X</u>
Access	_____	_____	<u>X</u>
Standards for Residential Districts	_____	_____	<u>X</u>

Subdivision Design and Layout _____ X

(Section 4.03.00)

Block and Lot Standards _____ X

(Section 4.03.02)

Street Design Standards _____ X

(Section 4.03.02)

(Section 4.04.04)

Access (Driveway) Management X _____

4.04.00

Visibility of Intersection X _____

(Section 4.04.02)

Pedestrian, Bicycle Facilities X _____

(Section 4.04.03)

ALLOWED

PROPOSED

Parking _____ 42 _____ 42

(Section 4.05.00)

(Table 4.05.02A)

Handicapped Parking _____ X

(Section 4.05.05)

Overflow Parking _____ 4 _____ 4

(Table 4.05.02B)

Bicycle Parking _____ X

(Section 4.05.06)

Are the Following Standards Satisfied:

	<u>Yes</u>	<u>No</u>	<u>NA</u>
Parking Design, Location (Tables 4.05.03A and B)	_____	_____	<u>X</u>
Pedestrian Crossover (Section 4.05.04)	_____	_____	<u>X</u>
Loading Space Requirements (Section 4.05.08)	_____	_____	<u>X</u>
Stacking Lanes (Section 4.05.07)	_____	_____	<u>X</u>
Landscaping (Section 4.06.00)	_____	_____	_____
Street Trees (Section 4.06.02)	_____	_____	<u>X</u>
Buffering (Section 4.06.03)	<u>X</u>	_____	_____
Vehicular Use Areas/Perimeter (Section 4.06.04)	_____	_____	<u>X</u>
Landscape Materials (Section 4.06.05)	<u>X</u>	_____	_____
Tree and Vegetation Protection (Section 4.06.06)	_____	_____	<u>X</u>
Land Clearing (Section 4.08.01)	_____	_____	<u>X</u>
Reforestation or Payment in Lieu \$ _____ (Section 4.06.06)	_____	_____	<u>X</u>
Wetland Buffers (Section 4.06.07)	_____	_____	<u>X</u>
Accessory Uses and Structures (Section 5.02.00) (Table 2.03.02)	_____	_____	<u>X</u>
Accessory Uses (Section 5.02.02)	_____	_____	<u>X</u>
Fences, Walls (Section 5.02.03)	_____	_____	<u>X</u>
Dumpsters, Solid Waste Containers (Section 5.02.04)	<u>X</u>	_____	_____

Sheds, Detached Structures, Etc.	_____	_____	<u>X</u>
(Section 5.02.07)			
Swimming Pools	_____	_____	<u>X</u>
(Section 5.02.08)			
Portable Storage Units	_____	_____	<u>X</u>
(Section 5.02.09)			
Residential Community Accessory Uses	_____	_____	<u>X</u>
(Section 5.02.10)			
Clinics and Medical Services	_____	_____	<u>X</u>
(Section 5.02.11)			
Temporary Uses	_____	_____	<u>X</u>
(Section 5.03.00)			
Signs	_____	_____	_____
(Section 5.07.00)			
Concurrency	<u>X</u>	_____	_____
(Chapter 6)			
Traffic	<u>X</u>	_____	_____
(Section 6.02.03)			
Traffic Study Completed	<u>X</u>	_____	_____
(Section 6.02.06)			
School	<u>X</u>	_____	_____
(Section 6.02.04)			
Solid Waste	<u>X</u>	_____	_____
(Section 6.02.04)			
Parks and Recreation	<u>X</u>	_____	_____
(Section 6.02.04)			
Proportionate Fair Share Mitigation	<u>X</u>	_____	_____
(Section 6.06.03)			

Overlay Districts

Front Beach Road Overlay	<u>Y / N</u>
FBO-1-2-3-4 ?	_____
(Section 7.02.03)	
Land Use	_____
(Section 7.02.03)	
Is Use Permitted	<u>Y / N</u>
Building Front Type	_____
(Tables 7.02.03A , 7.02.03B)	

	ALLOWED	PROPOSED
Setbacks		
(Tables 7.02.03C, 7.02.03D, 7.02.03E)		
Front	_____	_____
Interior Lot Side	_____	_____
Interior Lot Rear	_____	_____
Exterior Lot Side	_____	_____
Exterior Lot rear	_____	_____

Are the Following Standards Satisfied:

	Yes	No	NA
Items In Front Yard	_____	_____	_____
(Tables 7.02.03F)			
Minimum Number of Items Required in Front Yard	_____	_____	_____
(Table 7.02.03G)			
Design Standards	_____	_____	_____
(Section 7.02.03(6)(3))			
Building Height, Podium Standards	_____	_____	_____
(Section 7.02.03H Table 7.02.03H)			
Podium Standards	_____	_____	_____
(Table 7.02.03I)			
Setbacks	_____	_____	_____
(Figure 7.02.03A) for Heights Taller Than 35'			

	ALLOWED	PROPOSED
Parking	_____	_____
(Section 7.02.03I)		
Minimum Onsite Parking (Table 7.02.03J)		
Shared Parking %	_____	_____
(Table 7.02.03K)		
Bicycle Parking Reduction	_____	_____
(Section 7.02.03I(7))		
Motorcycle, Scooter Parking Reduction	_____	_____
(Section 7.02.03I(8))		
Parking Fee \$	_____	
(Section 7.02.03 I(9))		
(\$6,500 per 50')		

Are the Following Standards Satisfied:

	<i>Yes</i>	<i>No</i>	<i>NA</i>
Surface Parking Standards	_____	_____	_____
(Section 7.02.03J)			
Parking Structures			
Location	_____	_____	_____
(Section 7.02.03 K (1))			
Design Standards	_____	_____	_____
(Section 7.02.03 K (2))			
Liner Buildings, Window Display,	_____	_____	_____
Display Windows, Design Standards,	_____	_____	_____
Upper Floor Design, Landscaped Opening,	_____	_____	_____
Fenced Opening, Window Opening, Building Design,	_____	_____	_____
and Materials.	_____	_____	_____
Drop-Offs	_____	_____	_____
(Section 7.02.03C)			
Pedestrian Crossovers	_____	_____	_____
(Section 7.02.03M) (Section 4.05.04)			
Building Design Standards	_____	_____	_____
(Section 7.02.03N)			
Materials, Front Porches and Stoops, Balconies,	_____	_____	_____
Mechanical Unit Location, Utilities, Modulation	_____	_____	_____
Large Site Development	_____	_____	_____
(Section 7.02.03P)			
(Section 7.02.03Q(1)(b))			
(Section 10.10.00)			
FBO Development Procedures	_____	_____	_____
(Section 7.02.03Q)			
Coastal High Hazard Area	_____	_____	NA
(Section 7.02.04)			
Lake Powell Protection Zone	_____	_____	NA
(Section 7.02.05)			

ENGINEERING APPROVAL
APPROVED *

Date: 6-7-16
Date: _____

CONDITIONS: _____

*APPROVED DEVELOPMENT ORDERS ARE WITH THE CONDITION THAT ALL APPLICABLE PERMITS
(STATE, FEDERAL, COUNTY, CITY ETC..) ARE OBTAINED PRIOR TO FINAL INSPECTION APPROVAL.

DENIED (REASONS) _____

VARIANCE REQUESTED: _____

COMMENTS: _____

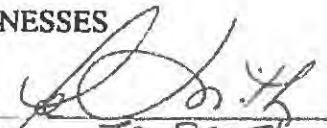
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT

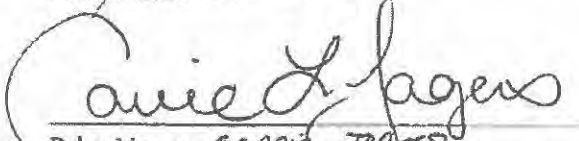
THIS AGREEMENT is made as of the _____ day of _____, 20__ between the City of Panama City Beach, Florida, ("City") and CAPITAL A HOLDINGS whose address is 11660 ALPHARETTA HWY STE. 200 ROSWELL GA ("Developer") who agree to the following:

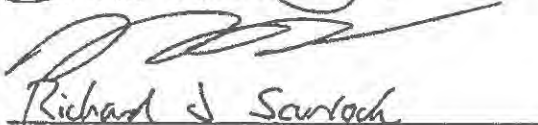
1. The City is authorized to enter this Agreement pursuant to City Ordinance No. 1053, which incorporates and confirms prior law and policy of the City.
2. Developer acknowledges the sum of \$ 16,000 paid by it to the City, receipt whereof is hereby acknowledged, represents a fair share of the cost of providing the specific transportation facilities described upon attached and incorporated Exhibit "A" for the benefit of the property described upon attached and incorporated Exhibit "B," and consents to all matters provided in Ordinance No. 1053 related thereto and acknowledges that all payments and credits provided for in Ordinance No. 1053 shall run with the land described upon Exhibit "B."

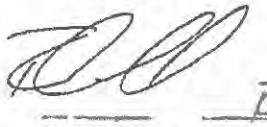
IN WITNESS WHEREOF the parties have secured these presents as of the day and year first above written.

WITNESSES


Print Name Jo SMITH


Print Name CARRIE JAGGS


Print Name Richard J Scarlock


Print Name Robert Carroll

CITY OF PANAMA CITY BEACH FLORIDA
a municipal corporation.

By: 
Mario Gisbert, City Manager

DEVELOPER Mughis A Chaudhry

By: Mughis Chaudhry

EXHIBIT "A"

1. Fair share contribution for future capacity improvements to Panama City Beach Parkway and Front Beach Road.

EXHIBIT "B"

1. Property benefiting from the capacity improvement, 100-142 Blue Sky Lane.



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

June 14, 2016

Mr. Robert Carroll, P.E.
17800 Panama City Beach Parkway
Panama City Beach, FL 32413

RE: Chaudhry Residential

Dear Mr. Carroll:

The City Utilities Department has reviewed and approves the proposed water and sewer connections for the referenced project. Enclosed are the following to document this approval:

1. Project drawings with City review indicated.
2. Completed commercial water and sewer service approval form.

Please contact me should you have any questions regarding this matter.

Sincerely,

Mark E. Shaeffer, P.E.
Utilities Engineer

Cc Robert Carroll, P.E.
Albert E. Short, P.E.
Project File
Correspondence File
Bridgette Cohen
Leslie Roberson

Mayor
Gayle F. Oberst

Vice Mayor
Rick Russell

Council
John Reichard Keith Curry
Jose B. Strange

City Attorney
Doug Sale Amy M. ...

City Manager
Mara Gilbert

City Clerk
Holly J. White

COMMERCIAL WATER & SEWER SERVICE APPROVAL

**ENGINEERING DEPARTMENT
CITY OF PANAMA CITY BEACH**

110 South Arnold Road
Panama City Beach, FL 32413



Project Name: Chaudhry Residential

Project Address: Innocente Avenue

Name of Applicant: Robert Carroll as representative for Capitala Holdings, 11660 Alpharetta Hwy,
Suite #106, Atlanta, GA 30076

Date Submitted : 16 April 2016

Address: 17800 Panama City Beach Parkway, Panama City Beach, FL 32413 Phone: (850)234-1730

WATER SERVICE

Comments: Potable: (2) 6x6 tapping sleeve and valves Fire: N/A coincident with Potable Irr:
4x2 tapping saddle and valve (reclaimed water)

Required Type and Size of Meter: Potable: 3/4" iPearl (21 total) Irr: 2-inch reclaimed (Omni T2)

Required Type and Size of Backflow Device: Potable: N/A Irr: N/A Fire: N/A

Pervious Area (for Irrigation) 79,715 SF

Engineer Signature: *M. Sh...* Date: 06/14/2016

Water Impact & Connection fees are determined by the Utility Department and to be paid prior to construction

SEWER SERVICE

Comments: Construction includes 21 service laterals to serve individual houses

Engineer Signature: *M. Sh...* Date: 06/14/2016

Sewer Impact & Connection fees are determined by the Utility Department and to be paid prior to construction.

I agree to comply with the conditions or requirements noted above.

Applicant Signature: _____ Date: _____

Applicant Name: _____ Title: _____

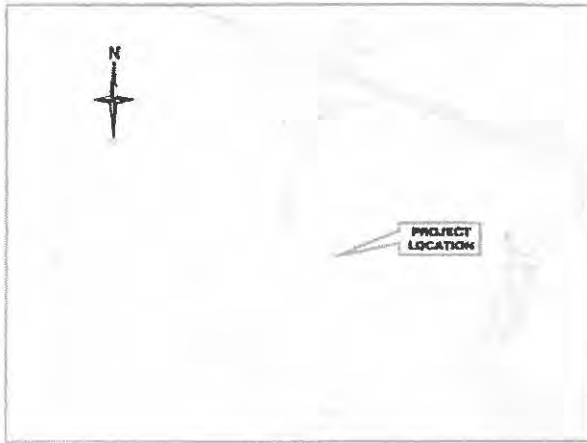
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CHAUDHRY RESIDENTIAL PANAMA CITY BEACH FLORIDA

FOR:
CAPITALA HOLDINGS
11660 ALPHARETTA HWY, SUITE #260
ATLANTA, GEORGIA 30075

PROPOSED LEGAL DESCRIPTION
LOT 8, BLOCK 8 AND THAT PORTION OF "DART K", EL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT 8, BLOCK 8, THENCE RUN NORTH 27° 00' 00" WEST 278.70 FEET, ALONG THE WESTERLY LINE OF SAID LOT 8 AND THE NORTHERLY EXTENSION THEREOF THENCE RUN S 82° 20' 00" WEST 324.50 FEET, THENCE RUN NORTH 82° 20' 00" WEST TO THE UNADJUDICATED NORTH LINE OF "DART K" PARCEL, AND SOUTHERLY RIGHT-OF-WAY LINE OF HERMANUS AVENUE THENCE RUN S 82° 20' 00" WEST 373.34 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHWESTERLY CORNER OF LOT 17, SAID BLOCK 8, THENCE RUN S 82° 20' 00" WEST, ALONG THE WESTERLY LINE OF LOTS 14 AND 17 SAID BLOCK 8, TO THE SOUTHWESTERLY CORNER OF SAID LOT 14, THENCE RUN N 82° 20' 00" WEST 34.88 FEET ALONG THE SOUTHERLY LINE OF SAID "DART K" PARCEL, ALSO BOUND THE NORTHERLY LINE OF LOTS 8 THROUGH 13 SAID BLOCK 8 TO THE NORTHEASTERLY CORNER OF SAID LOT 8, THENCE RUN S 82° 20' 00" WEST TO THE NORTHERLY RIGHT-OF-WAY LINE OF HERMANUS AVENUE, THENCE RUN N 82° 20' 00" WEST 800.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY LINE OF SAID LOT 8 TO THE POINT OF BEGINNING, CONTAINING 03,740 SQUARE FEET OR 0.85 ACRES MORE OR LESS.



VICINITY MAP

PREPARED BY:

**MCNEIL
CARROLL
ENGINEERING, INC.**
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7288

17800 Panama City Beach Parkway
Panama City Beach, Florida 32408
Phone: 850-234-1730
Fax: 850-234-1733

PROJECT 1164.01B

EXHIBIT NUMBER:

APPROVED APPROVED AS NOTED
RECEIVED REVISED & RESUBMIT

ENGINEERING DEPARTMENT
CITY OF PANAMA CITY BEACH

BY: _____ DATE: 6/1/08

INDEX OF SHEETS	SHEETS
SURVEY	1
SITE DEMOLITION PLAN	2
SITE EROSION CONTROL PLAN	3
SITE LAYOUT PLAN	4
SITE GRADING AND DRAINAGE PLAN	5
SITE UTILITY PLAN	6
SITE UTILITY PROFILE PLAN	7
CONSTRUCTION DETAILS	7-C

PLAT REVIEW:

DESIGNED PREPARED WATER

APPROVED APPROVED AS NOTED
RECEIVED REVISED & RESUBMIT

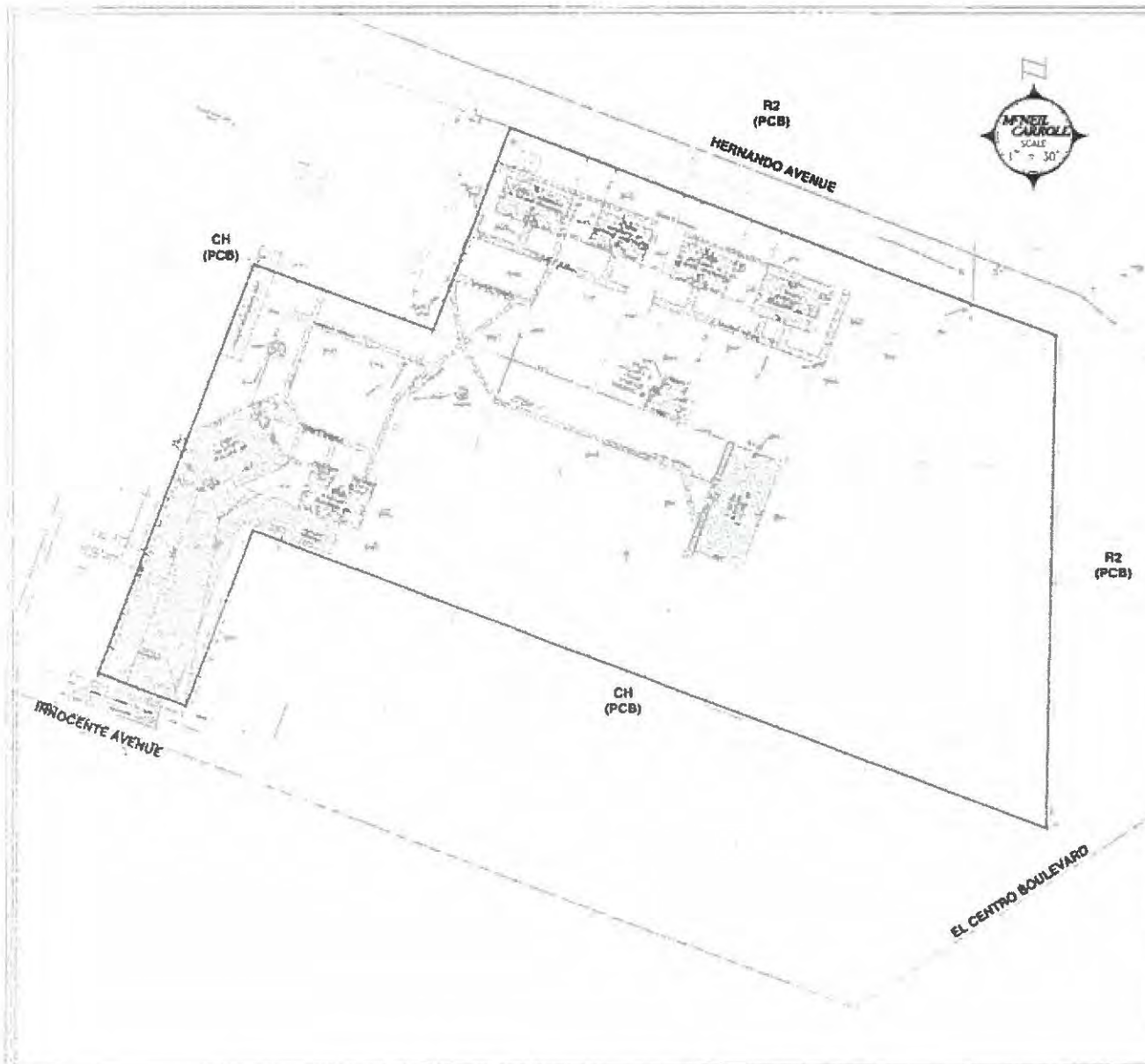
CITY ENGINEER
CITY OF PANAMA CITY BEACH

DATE: 6/1/08



This plan was prepared by the applicant and the engineer has not conducted a field inspection of the site. The engineer's signature is required on all plans and specifications. The engineer's signature is required on all plans and specifications.

DATE: 6/1/08



NOT TO BE USED FOR OTHER PURPOSES

THIS PLAN IS THE PROPERTY OF McNEIL CARROLL ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF McNEIL CARROLL ENGINEERING, INC. IS STRICTLY PROHIBITED. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. McNEIL CARROLL ENGINEERING, INC. SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF McNEIL CARROLL ENGINEERING, INC.

PROJECT LOCATION
 1. 1000 S. EL CENTRO BLVD.
 2. 1000 S. EL CENTRO BLVD.
 3. 1000 S. EL CENTRO BLVD.
 4. 1000 S. EL CENTRO BLVD.

DATE OF PREPARATION
 10/15/2018

PERMIT PURPOSES ONLY

SITE DEMOLITION PLAN
CHAURHY RESIDENTIAL
INNOCENTE AVENUE

McNEIL CARROLL
ENGINEERING, INC.

Professional Engineer Seal
 License No. 10000
 State of California
 Exp. 12/31/2020

DATE	10/15/2018
PROJECT	CHAURHY RESIDENTIAL
SHEET NO.	1 OF 12
TOTAL SHEETS	12
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
APPROVED BY	



1 OF 12



1. The owner shall be responsible for obtaining all necessary permits from the appropriate authorities.
2. The owner shall be responsible for obtaining all necessary easements and rights-of-way from the appropriate authorities.
3. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.
4. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.
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37. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.
38. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.
39. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.
40. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.

PERMIT PURPOSES ONLY

SITE LAYOUT PLAN
CHAUDHRY RESIDENTIAL
INNOCENTE AVENUE
 PALM BEACH COUNTY, FLORIDA

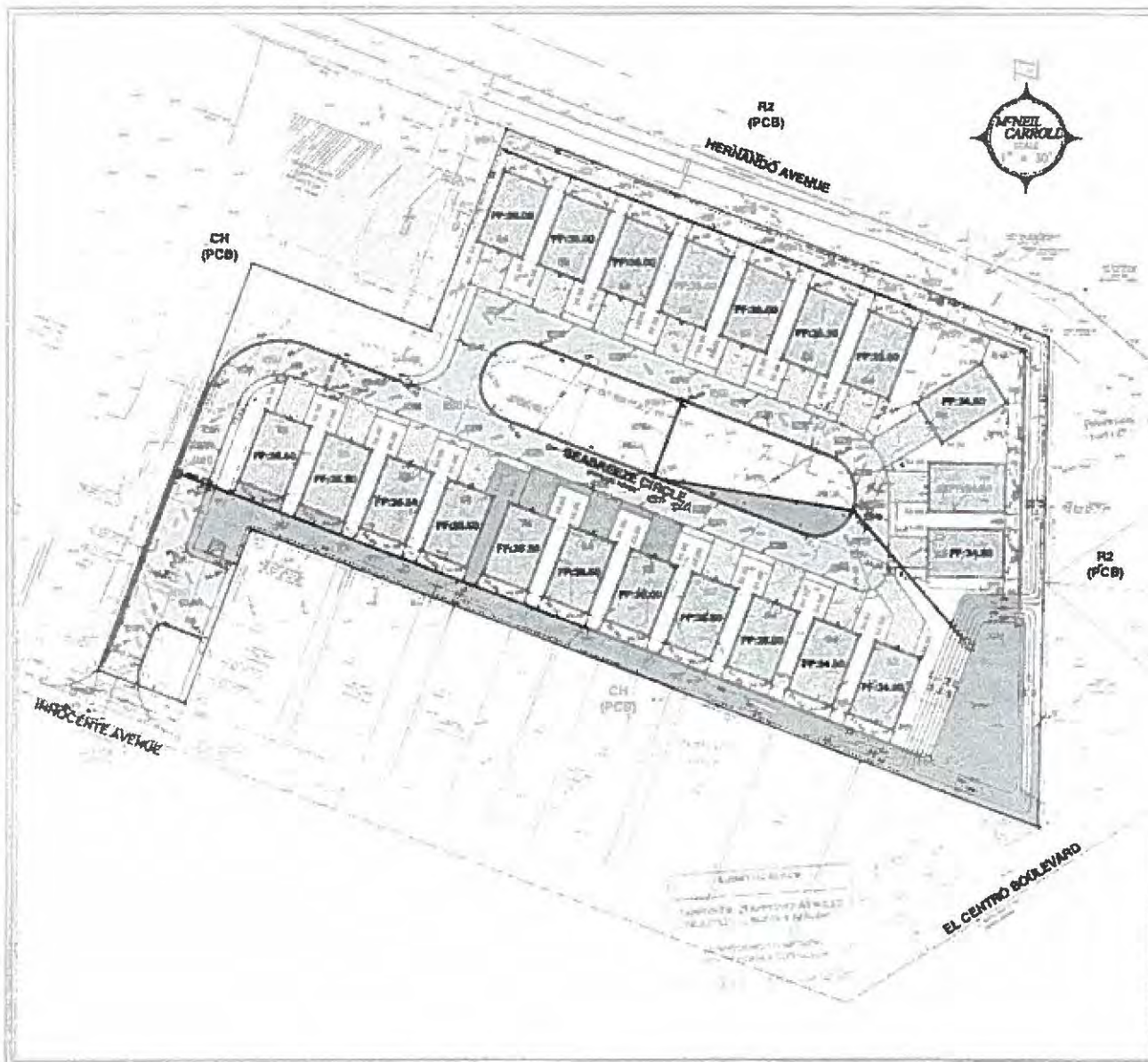
MCNEIL CARROLL
ENGINEERING, INC.

Professional Engineer
 License No. 12345
 State of Florida

DATE	3/12/2024
PROJECT	CHAUDHRY RESIDENTIAL
CLIENT	CHAUDHRY RESIDENTIAL
LOCATION	INNOCENTE AVENUE, PALM BEACH COUNTY, FLORIDA
SCALE	1" = 30'
DRAWN BY	J. CARROLL
CHECKED BY	M. CARROLL
APPROVED BY	M. CARROLL



3 of 12



- NOT SHOWN ARE SHOWN, SHOWN ARE:
1. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
 2. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
 3. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
 4. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
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 9. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
 10. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.

- PERMITS:
1. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
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 9. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
 10. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
PP-26.00	1,200	1,200	1,200
PP-27.00	1,200	1,200	1,200
PP-28.00	1,200	1,200	1,200
PP-29.00	1,200	1,200	1,200
PP-30.00	1,200	1,200	1,200
PP-31.00	1,200	1,200	1,200
PP-32.00	1,200	1,200	1,200
PP-33.00	1,200	1,200	1,200
PP-34.00	1,200	1,200	1,200
PP-35.00	1,200	1,200	1,200

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
PP-26.00	1,200	1,200	1,200
PP-27.00	1,200	1,200	1,200
PP-28.00	1,200	1,200	1,200
PP-29.00	1,200	1,200	1,200
PP-30.00	1,200	1,200	1,200
PP-31.00	1,200	1,200	1,200
PP-32.00	1,200	1,200	1,200
PP-33.00	1,200	1,200	1,200
PP-34.00	1,200	1,200	1,200
PP-35.00	1,200	1,200	1,200

- PERMITS:
1. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.
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 10. All lots shown on this plan shall be subject to the same conditions as those shown on the original plan.

PERMIT PURPOSES ONLY

ITE GRADING AND DRAINAGE PLAN

CHARNOBY RESIDENTIAL
INOCENTE & EDGIE
Phase 1 (1st & 2nd Subdiv.)

**MCNEIL
CARROLL**
ENGINEERS INC.

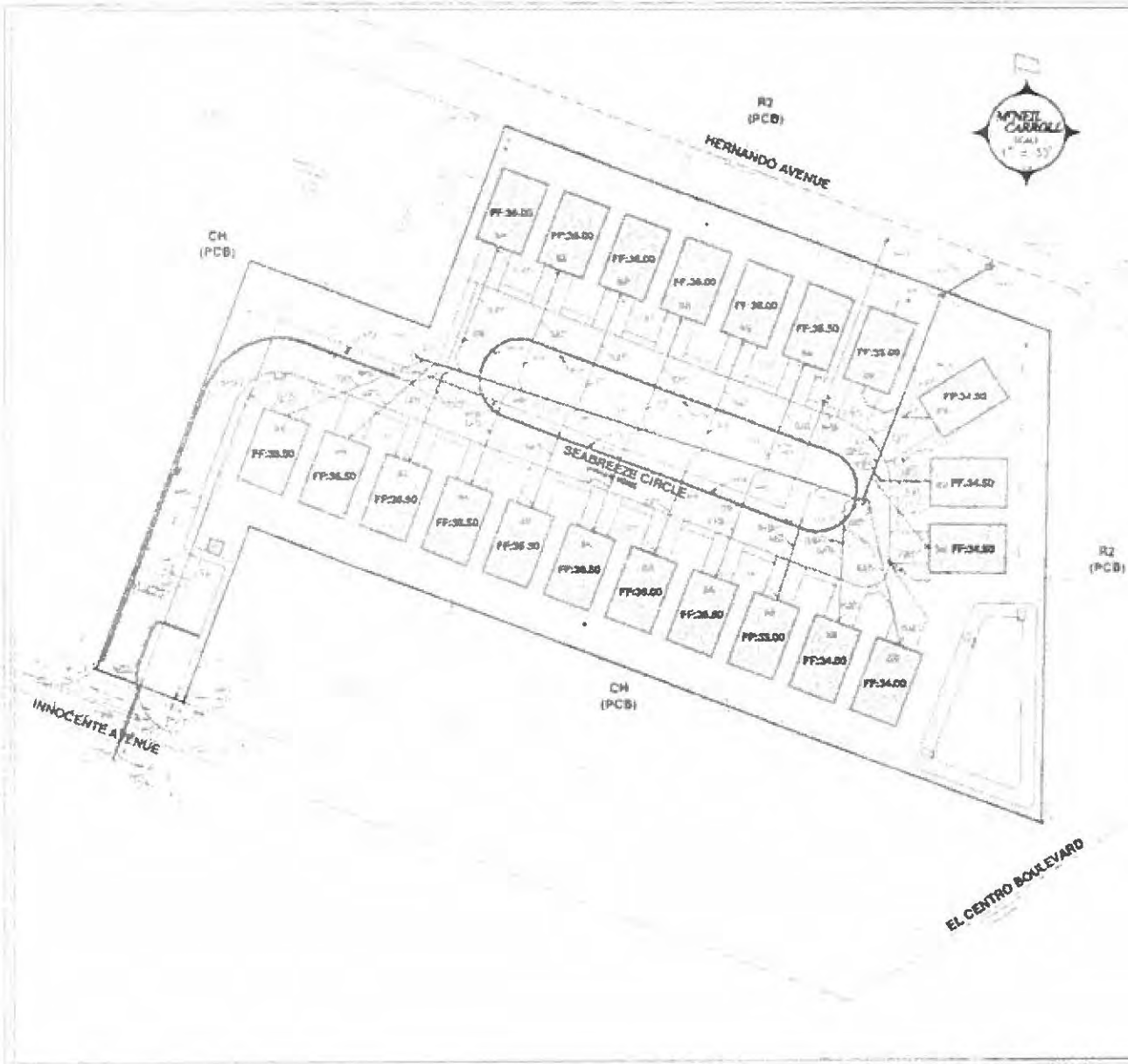
10000 Preston Drive, Suite 1000
Houston, Texas 77036
Phone: 281.486.4700
Fax: 281.486.4700

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
PP-26.00	1,200	1,200	1,200
PP-27.00	1,200	1,200	1,200
PP-28.00	1,200	1,200	1,200
PP-29.00	1,200	1,200	1,200
PP-30.00	1,200	1,200	1,200
PP-31.00	1,200	1,200	1,200
PP-32.00	1,200	1,200	1,200
PP-33.00	1,200	1,200	1,200
PP-34.00	1,200	1,200	1,200
PP-35.00	1,200	1,200	1,200



4 of 12

1. The applicant has provided all required information and documents for the review of this application.
 2. The applicant has provided a site plan showing the proposed location of the structure and the location of the utility lines.
 3. The applicant has provided a utility plan showing the proposed location of the utility lines.
 4. The applicant has provided a site utility plan showing the proposed location of the utility lines.
 5. The applicant has provided a site utility plan showing the proposed location of the utility lines.
 6. The applicant has provided a site utility plan showing the proposed location of the utility lines.
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 8. The applicant has provided a site utility plan showing the proposed location of the utility lines.
 9. The applicant has provided a site utility plan showing the proposed location of the utility lines.
 10. The applicant has provided a site utility plan showing the proposed location of the utility lines.



PERMIT PURPOSES ONLY

SITE UTILITY PLAN
 CHAUNDRY RESIDENTIAL
 INNOCENTE AVENUE

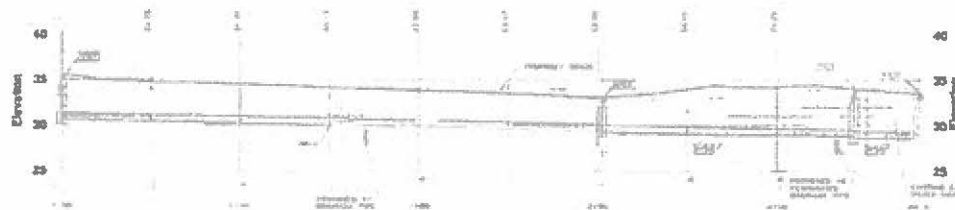
McNEIL CARROLL
 ENGINEERING, INC.

15000 Highway 19, Suite 100
 Tampa, Florida 33613
 Phone: 813-973-1100
 Fax: 813-973-1101

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 No. 12547
 Exp. 12/31/2018



5 of 12
 1/2" = 30'



Profile View of Sewer Alignment
 Horizontal Scale: 1"=30'
 Vertical Scale: 1"=6'

REVISION
 NO. 1
 DATE
 BY
 CHECKED
 DATE
 BY
 APPROVED
 DATE
 BY

PERMIT PURPOSES ONLY

UTILITY PROFILE PLAN
 CNAUGHTY RESIDENTIAL
 INNOCENTE AVENUE
 PALM BEACH GARDENS, FLORIDA

DATE
 TIME
 DRAWN
 CHECKED
 APPROVED

**MCNEIL
 CARROLL
 ENGINEERING, INC.**

17400 S.W. 11th Street, Suite 100
 Palm Beach Gardens, Florida 33418
 Phone: 561-255-0700
 Fax: 561-255-0700

DATE	TIME	BY



SHEET NO. 6 OF 12

GENERAL NOTES

PREVENTION, CONTROL AND ABATEMENT OF EROSION

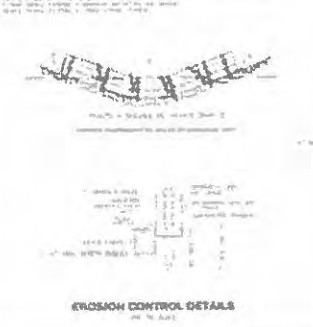
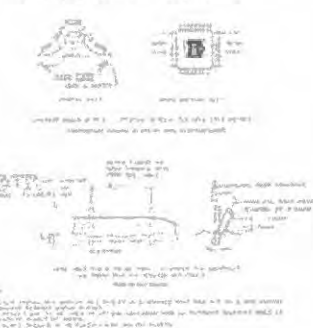
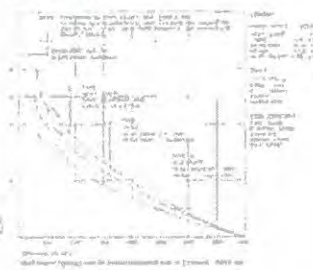
1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE SITE IS RESTORED TO ORIGINAL OR BETTER CONDITION.

2. EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT, CONTROL AND ABATE EROSION OF SOILS AND TO PREVENT POLLUTION OF SURFACE WATER.

3. EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT, CONTROL AND ABATE EROSION OF SOILS AND TO PREVENT POLLUTION OF SURFACE WATER.

4. EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT, CONTROL AND ABATE EROSION OF SOILS AND TO PREVENT POLLUTION OF SURFACE WATER.

5. EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT, CONTROL AND ABATE EROSION OF SOILS AND TO PREVENT POLLUTION OF SURFACE WATER.



WORK IN RIGHTS-OF-WAY

1. WORK IN RIGHTS-OF-WAY SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR WORK IN RIGHTS-OF-WAY.

2. WORK IN RIGHTS-OF-WAY SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR WORK IN RIGHTS-OF-WAY.

3. WORK IN RIGHTS-OF-WAY SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR WORK IN RIGHTS-OF-WAY.

SITE CLEANING AND DEMOLITION

1. ALL EXISTING STRUCTURES AND UTILITIES TO BE DEMOLISHED SHALL BE REMOVED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR DEMOLITION.

2. ALL EXISTING STRUCTURES AND UTILITIES TO BE DEMOLISHED SHALL BE REMOVED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR DEMOLITION.

3. ALL EXISTING STRUCTURES AND UTILITIES TO BE DEMOLISHED SHALL BE REMOVED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR DEMOLITION.

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3. ALL EXISTING STRUCTURES AND UTILITIES TO BE DEMOLISHED SHALL BE REMOVED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR DEMOLITION.

EXCAVATING, FILLING AND GRADING

1. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

2. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

3. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

1. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

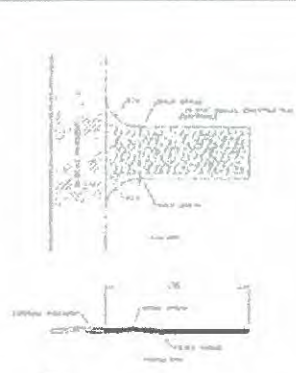
2. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

3. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

1. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

2. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.

3. ALL EXCAVATIONS SHALL BE PERMITTED TO BE OPEN TO THE PUBLIC AT ALL TIMES.



1. CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR CONSTRUCTION ENTRANCE.

2. CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR CONSTRUCTION ENTRANCE.

3. CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR CONSTRUCTION ENTRANCE.



1. TREE BARRIER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR TREE BARRIER.

2. TREE BARRIER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR TREE BARRIER.

3. TREE BARRIER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR TREE BARRIER.

SEEDING RATE ZONES

Zone	Seeding Rate (lb/1000 sq ft)
Zone 1	10
Zone 2	15
Zone 3	20
Zone 4	25
Zone 5	30
Zone 6	35
Zone 7	40
Zone 8	45
Zone 9	50
Zone 10	55
Zone 11	60
Zone 12	65
Zone 13	70
Zone 14	75
Zone 15	80
Zone 16	85
Zone 17	90
Zone 18	95
Zone 19	100

1. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

2. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

3. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

1. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

2. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

3. SEEDING RATE ZONES SHALL BE DETERMINED BY THE CITY ENGINEER'S REQUIREMENTS FOR SEEDING RATE ZONES.

PERMIT PURPOSES ONLY

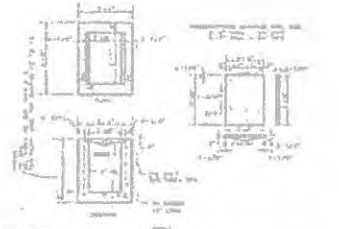
CONSTRUCTION DETAILS
CHAUNTRY RESIDENTIAL
INNOCENTE AVENUE
 MIDLAND CITY, ALABAMA

McNEIL CARROLL ENGINEERING, INC.
 1234 5th Avenue, Suite 100
 Midland City, AL 36051
 Phone: 205-654-0100
 Fax: 205-654-0101

PROJ: CHAUNTRY RESIDENTIAL
DATE: 10/15/2023
BY: J. CARROLL
CHECKED: M. CARROLL
SCALE: AS SHOWN
PROJECT NO.: 23-001

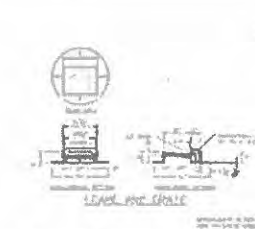
SETE DRAINAGE

1. The drainage system shall be designed to collect and convey all surface water from the site to the street or to a stormwater management facility. The system shall be designed to handle the maximum anticipated flow rate from the site. The system shall be designed to prevent flooding of the site. The system shall be designed to prevent erosion of the site. The system shall be designed to prevent sedimentation of the site. The system shall be designed to prevent pollution of the site. The system shall be designed to prevent odors from the site. The system shall be designed to prevent noise from the site. The system shall be designed to prevent vibration from the site. The system shall be designed to prevent any other adverse effects from the site.



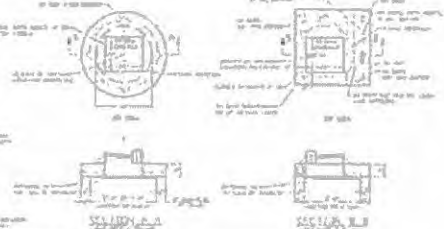
12" CATCH BASIN

1. The catch basin shall be designed to collect and convey all surface water from the site to the street or to a stormwater management facility. The catch basin shall be designed to handle the maximum anticipated flow rate from the site. The catch basin shall be designed to prevent flooding of the site. The catch basin shall be designed to prevent erosion of the site. The catch basin shall be designed to prevent sedimentation of the site. The catch basin shall be designed to prevent pollution of the site. The catch basin shall be designed to prevent odors from the site. The catch basin shall be designed to prevent noise from the site. The catch basin shall be designed to prevent vibration from the site. The catch basin shall be designed to prevent any other adverse effects from the site.



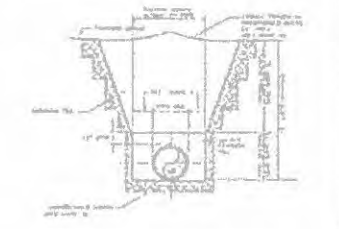
12" GRATE

1. The grate shall be designed to collect and convey all surface water from the site to the street or to a stormwater management facility. The grate shall be designed to handle the maximum anticipated flow rate from the site. The grate shall be designed to prevent flooding of the site. The grate shall be designed to prevent erosion of the site. The grate shall be designed to prevent sedimentation of the site. The grate shall be designed to prevent pollution of the site. The grate shall be designed to prevent odors from the site. The grate shall be designed to prevent noise from the site. The grate shall be designed to prevent vibration from the site. The grate shall be designed to prevent any other adverse effects from the site.



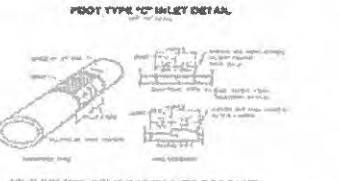
24" DRAIN BASIN

1. The drain basin shall be designed to collect and convey all surface water from the site to the street or to a stormwater management facility. The drain basin shall be designed to handle the maximum anticipated flow rate from the site. The drain basin shall be designed to prevent flooding of the site. The drain basin shall be designed to prevent erosion of the site. The drain basin shall be designed to prevent sedimentation of the site. The drain basin shall be designed to prevent pollution of the site. The drain basin shall be designed to prevent odors from the site. The drain basin shall be designed to prevent noise from the site. The drain basin shall be designed to prevent vibration from the site. The drain basin shall be designed to prevent any other adverse effects from the site.

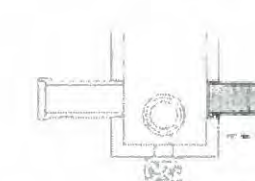


TYPE B BEDDING AND FINISHING DETAIL

1. The bedding and finishing detail shall be designed to collect and convey all surface water from the site to the street or to a stormwater management facility. The bedding and finishing detail shall be designed to handle the maximum anticipated flow rate from the site. The bedding and finishing detail shall be designed to prevent flooding of the site. The bedding and finishing detail shall be designed to prevent erosion of the site. The bedding and finishing detail shall be designed to prevent sedimentation of the site. The bedding and finishing detail shall be designed to prevent pollution of the site. The bedding and finishing detail shall be designed to prevent odors from the site. The bedding and finishing detail shall be designed to prevent noise from the site. The bedding and finishing detail shall be designed to prevent vibration from the site. The bedding and finishing detail shall be designed to prevent any other adverse effects from the site.



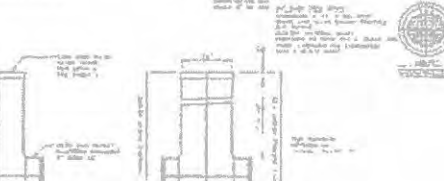
FOOT TYPE 12" INLET DETAIL



OPEN BOTTOM INLET DETAIL



FILTER FABRIC JACKET DETAIL



24" DRAIN BASIN



12" ADD CATCH BASIN DETAIL

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
CHAUNTRY RESIDENTIAL
ANNOCENTE AVENUE
ANNOCENTE CITY, CALIFORNIA

MNEIL CARROLL
KNUTSBERG, INC.
 THE PERMIT ENGINEERING COMPANY
 ONLY FOR PERMITS & APPROVALS

APPROVED BY: [Signature]
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 NO. 12345

DATE: 10/15/2023

SCALE: AS SHOWN

SITE UTILITIES

The site utilities shall be installed in accordance with the following requirements:

1. All utilities shall be installed in accordance with the applicable codes and standards.
2. All utilities shall be installed in accordance with the applicable codes and standards.
3. All utilities shall be installed in accordance with the applicable codes and standards.

FINISHING REQUIREMENTS FOR WATER AND SEWER FORCE MAINS

The finishing requirements for water and sewer force mains shall be as follows:

SEWER COLLECTION SYSTEM

The sewer collection system shall be installed in accordance with the following requirements:

1. All sewer lines shall be installed in accordance with the applicable codes and standards.
2. All sewer lines shall be installed in accordance with the applicable codes and standards.
3. All sewer lines shall be installed in accordance with the applicable codes and standards.

PRESSURE AND LEAKAGE TESTS OF SEWER FORCE MAIN PIPING

The pressure and leakage tests of sewer force main piping shall be performed in accordance with the following requirements:

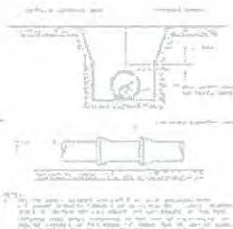
1. All sewer force main piping shall be tested in accordance with the applicable codes and standards.
2. All sewer force main piping shall be tested in accordance with the applicable codes and standards.
3. All sewer force main piping shall be tested in accordance with the applicable codes and standards.

LEAKAGE TESTS FOR GRAVITY SEWER

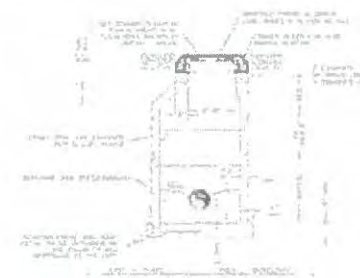
The leakage tests for gravity sewer shall be performed in accordance with the following requirements:

1. All gravity sewer lines shall be tested in accordance with the applicable codes and standards.
2. All gravity sewer lines shall be tested in accordance with the applicable codes and standards.
3. All gravity sewer lines shall be tested in accordance with the applicable codes and standards.

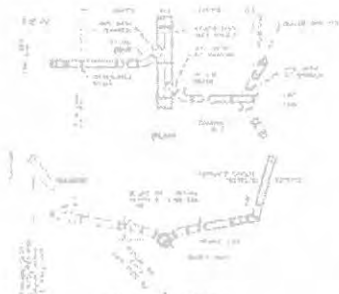
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	1" PVC PIPE	100	LINEAL FEET	1.50
2	4" PVC PIPE	50	LINEAL FEET	3.50
3	8" PVC PIPE	25	LINEAL FEET	7.50
4	12" PVC PIPE	10	LINEAL FEET	12.00



PVC PIPE LOCATING WIRE DETAIL



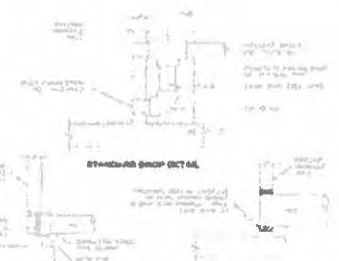
PRECAST CONCRETE MANHOLE DETAIL



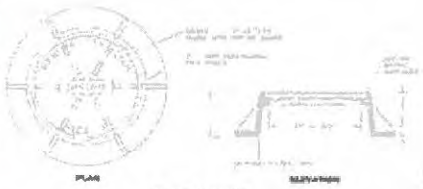
SERVICE LATERAL DETAIL



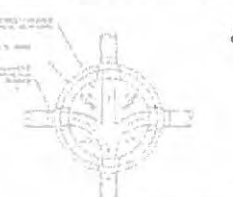
MANHOLE	INVERT	OUTLET	DIAMETER	LENGTH
M-1	1.20	1.00	12"	10'
M-2	1.10	0.90	12"	10'
M-3	1.00	0.80	12"	10'



STANDARD GROUP DETAIL



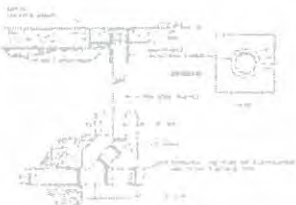
STANDARD MANHOLE FRAME AND COVER



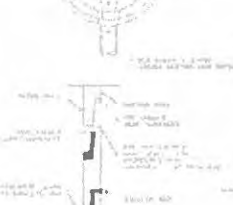
CHECKERBOARD (BOLD ROADWAY CROSSING)



PLAN VIEW OF MANHOLE WITH 12" DIAMETER



CLEANOUT DETAIL



PRECAST CONCRETE MANHOLE DETAIL



LATERAL DETAIL



STANDARD PRECAST MANHOLE PIPE CONNECTION DETAIL



MANHOLE CONNECTION DETAIL

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
CHAUNTRY RESIDENTIAL
WINOCENTE AVENUE

MCNEIL CARROLL ENGINEERING, INC.
Professional Engineer
No. 11111 N. 10th Ave., Suite 100, Phoenix, AZ 85020
Tel: 602.998.8888



8 of 12

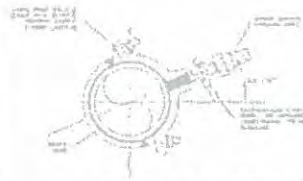
WATER DISTRIBUTION SYSTEM

Notes detailing installation requirements for various components of the water distribution system, including pipe materials and joint types.

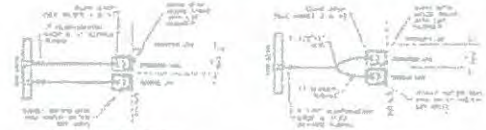


Notes detailing the requirements for the typical water service connection, including pipe size and joint specifications.

TYPICAL WATER SERVICE CONNECTION



BROKEN DRIVEWAY DETAIL



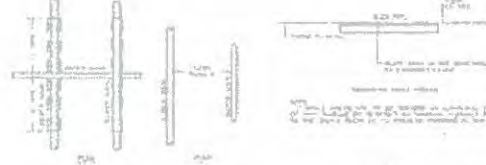
TYPICAL 4\"/>

Notes detailing the specifications for the typical 4-inch and 6-inch service pipe, including material and joint requirements.

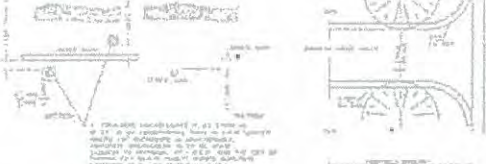


4\"/>

Notes detailing the specifications for the 4-inch and 6-inch meter assembly, including valve and gasket details.



SECTION 6.07 SERVICE



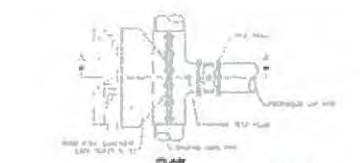
GATE AND GLOBE VALVE ASSEMBLY DETAIL



BROKEN DRIVEWAY DETAIL



GATE AND GLOBE VALVE ASSEMBLY DETAIL



SECTION 6.07 SERVICE



SECTION 6.07 SERVICE

Notes detailing the specifications for the tapping sleeve assembly and valve blocking detail, including material and joint requirements.

TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



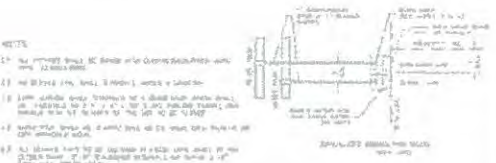
TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL

Notes detailing the specifications for the tapping sleeve assembly and valve blocking detail, including material and joint requirements.

TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL



PIPE TO PVC TRANSITION CONNECTION



PIPE TO PVC TRANSITION CONNECTION

Notes detailing the specifications for the pipe-to-PVC transition connection, including material and joint requirements.

PIPE TO PVC TRANSITION CONNECTION



PIPE TO PVC TRANSITION CONNECTION

PERMIT PURPOSES ONLY
CONSTRUCTION DETAILS
CHAUNDRY RESIDENTIAL
INNOCENTE AVENUE
ANNARIE CITY BLOCK NUMBER

McNEIL CARROLL
ANNARIE CITY ENGINEERING
10000 ANNARIE AVENUE, SUITE 100, ANNARIE, IL 60002
ANNARIE CITY ENGINEERING

ASPHALTIC CONCRETE PAVING

1. The asphalt concrete shall be laid and compacted in accordance with the following specifications:

2. The asphalt concrete shall be laid in lifts, each not exceeding 4 inches in thickness, and compacted to a density of 95% of the theoretical maximum density.

3. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

4. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

5. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

6. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

7. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

8. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

9. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

10. The asphalt concrete shall be laid and compacted to a depth of 1.5 inches below the surface of the subgrade.

SITE IMPROVEMENTS

1. The site improvements shall be installed in accordance with the following specifications:

2. The site improvements shall be installed in accordance with the following specifications:

3. The site improvements shall be installed in accordance with the following specifications:

4. The site improvements shall be installed in accordance with the following specifications:

5. The site improvements shall be installed in accordance with the following specifications:

6. The site improvements shall be installed in accordance with the following specifications:

7. The site improvements shall be installed in accordance with the following specifications:

8. The site improvements shall be installed in accordance with the following specifications:

9. The site improvements shall be installed in accordance with the following specifications:

10. The site improvements shall be installed in accordance with the following specifications:

MISCELLANEOUS NOTES

1. The miscellaneous notes shall be installed in accordance with the following specifications:

2. The miscellaneous notes shall be installed in accordance with the following specifications:

3. The miscellaneous notes shall be installed in accordance with the following specifications:

4. The miscellaneous notes shall be installed in accordance with the following specifications:

5. The miscellaneous notes shall be installed in accordance with the following specifications:

6. The miscellaneous notes shall be installed in accordance with the following specifications:

7. The miscellaneous notes shall be installed in accordance with the following specifications:

8. The miscellaneous notes shall be installed in accordance with the following specifications:

9. The miscellaneous notes shall be installed in accordance with the following specifications:

10. The miscellaneous notes shall be installed in accordance with the following specifications:



WHEEL OPERATOR DETAIL

TESTING SCHEDULE			
TEST	TEST METHOD	TEST RESULTS	TEST COMMENTS
1. Soil Compaction	ASTM D 1557	95%	Pass
2. Moisture Content	ASTM D 2230	12%	Pass
3. Gradation	ASTM D 200	100%	Pass
4. Asphalt Content	ASTM D 1601	5.5%	Pass
5. Bulk Density	ASTM D 1557	140 lb/cu ft	Pass
6. Air Voids	ASTM D 1557	3%	Pass
7. Marshall Stability	ASTM D 1559	1500 lb	Pass
8. Marshall Flow	ASTM D 1559	25	Pass
9. Tensile Strength	ASTM D 1559	1500 lb	Pass
10. Tensile Strain	ASTM D 1559	25	Pass
11. Tensile Strength Ratio	ASTM D 1559	1.5	Pass
12. Tensile Strain Ratio	ASTM D 1559	1.5	Pass
13. Tensile Strength Ratio	ASTM D 1559	1.5	Pass
14. Tensile Strain Ratio	ASTM D 1559	1.5	Pass
15. Tensile Strength Ratio	ASTM D 1559	1.5	Pass
16. Tensile Strain Ratio	ASTM D 1559	1.5	Pass
17. Tensile Strength Ratio	ASTM D 1559	1.5	Pass
18. Tensile Strain Ratio	ASTM D 1559	1.5	Pass
19. Tensile Strength Ratio	ASTM D 1559	1.5	Pass
20. Tensile Strain Ratio	ASTM D 1559	1.5	Pass

PERMIT PURPOSES ONLY

1. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

2. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

3. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

4. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

5. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

6. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

7. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

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11. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

12. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

13. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

14. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

15. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

16. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

17. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

18. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

19. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

20. The permit holder shall be responsible for obtaining all necessary permits from the appropriate authorities.

ASPHALTIC PAVEMENT DETAIL



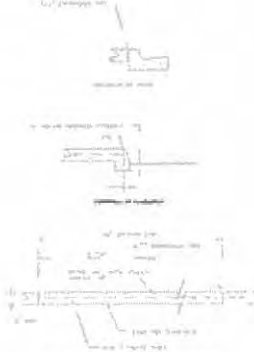
ASPHALTIC PAVEMENT DETAIL



PAVEMENT ARROWS AND MESSAGE DETAILS



TYPES OF PERMANENT LONGITUDINAL LINES



CONCRETE SIDEWALK DETAIL

DATE: 10/15/2020
 DRAWN BY: J. CARROLL
 CHECKED BY: J. CARROLL
 APPROVED BY: J. CARROLL
 PROJECT: CHANDRY RESIDENTIAL
 SHEET: 10/15/2020

PERMIT PURPOSES ONLY
 APPROVED BY: J. CARROLL
 PROJECT: CHANDRY RESIDENTIAL
 SHEET: 10/15/2020

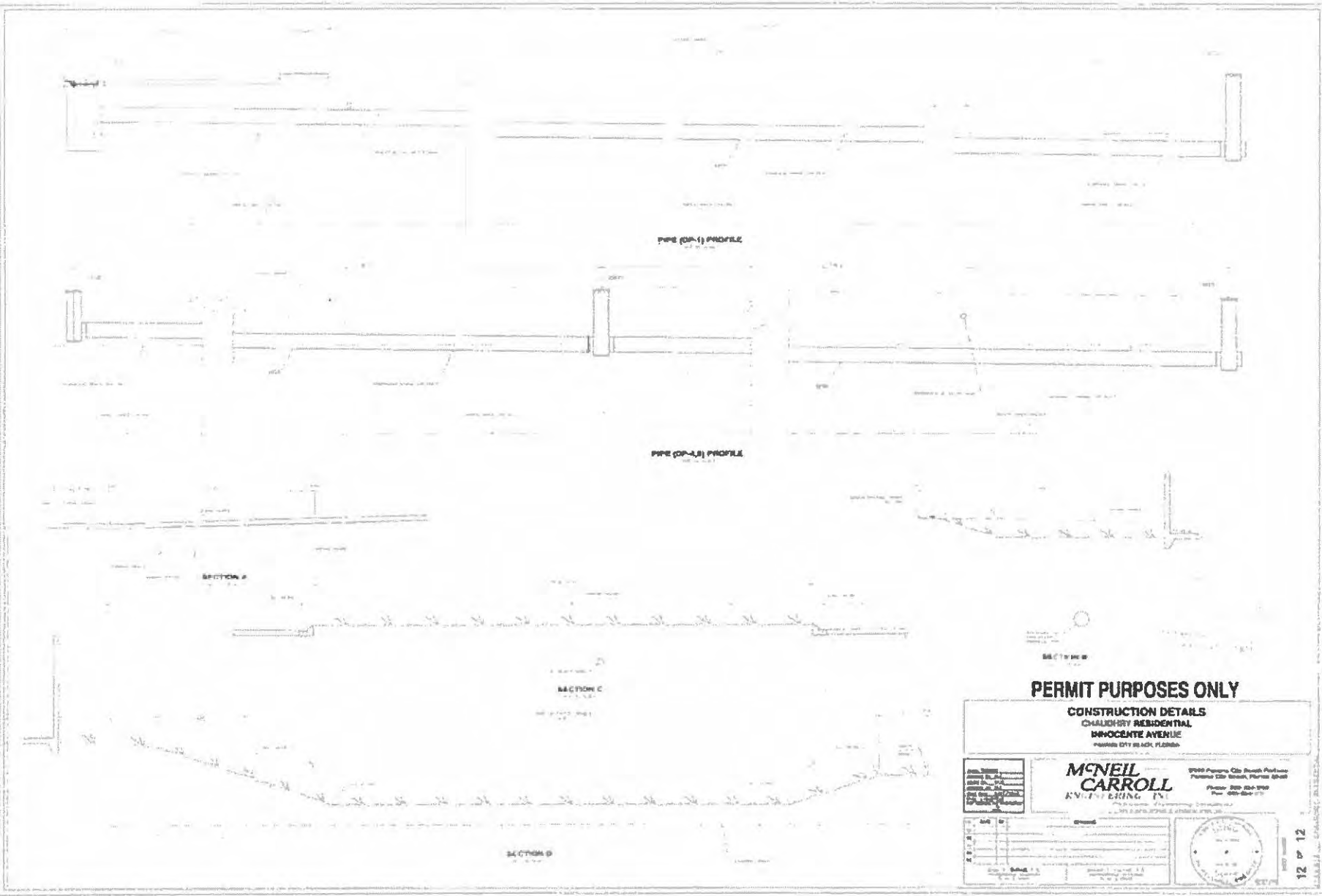
PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
CHANDRY RESIDENTIAL
UNOCENTE AVENUE
 CHANDRY, GA 30148

McNEIL CARROLL
 ENGINEERS, INC.

1000 Peachtree City South Parkway
 Peachtree City, GA 30142
 Phone: (770) 278-1100
 Fax: (770) 278-1101

Professional Engineer
 State of Georgia
 License No. 12345



PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
CHAUDRY RESIDENTIAL
INNOCENTE AVENUE
 PARKER CITY INDIANA, INDIANA

DATE	
SCALE	
PROJECT NO.	
CLIENT	
DESIGNER	
CHECKED	
APPROVED	

M'NEIL
CARROLL
 ENGINEERING, INC.

2000 Parkers City South Parkway
 Parker City, Indiana 47372
 Phone: 317-234-1900
 Fax: 317-234-1910

NO.	DATE	REVISION
1		
2		
3		
4		
5		



12" x 12"



THIS INSTRUMENT PREPARED BY:
Burg Law Firm, P.A.
Brandon R. Burg, Esq.
Florida Bar #58295
22623 PC Beach Parkway, Suite 5
Panama City Beach, FL 32413

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
SHOREWALK

THIS Declaration is made on the 26th day of April, 2017, by Shorewalk Holdings, LLC, a Florida limited liability company, hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the Owner of the real property located in Bay County, Florida, and improvements located thereon, commonly known as Shorewalk and more particularly described in Exhibit "A." The Declarant has created or will create upon the Property, improvements consisting of Parcels, together with Common Areas, streets and easements to be enjoyed by all of the Owners of the Parcels in accordance with the site plan attached hereto as Exhibit "B," and

WHEREAS, the Declarant desires to provide for the preservation of the values of the Property and for the pleasure of Ownership of the Parcels and, therefore, desires to subject the real property to the covenants, conditions, restrictions, easements, changes, and liens set forth in this Declaration, each and all of which appertain to and run with real property and benefit and bind all persons having any right, title, or interest in the Property and their heirs, successors, and assigns. The Declarant has also established the Association (defined below) to oversee and enforce these covenants and restrictions, as it deems fit and necessary. The Association's Articles of Incorporation and Bylaws are attached hereto as Exhibits "C," and "D," respectively.

NOW THEREFORE, the Declarant declares that all of the Property described in Exhibit "A" be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, and liens set forth in this Declaration.

ARTICLE I
DEFINITIONS

1. "Association" means and refers to Shorewalk Owners Association, Inc., a Florida corporation not for profit.
2. "Common Area" means and refers to all Property intended for the common use and enjoyment of the Owners, including streets, pool, club house (if any), sewers, and

easements or other Property.

- 3. "Declarant" means and refers to Shorewalk Holdings, LLC, a Florida limited liability company.
- 4. "Development Period" means and refers to the period beginning when this Declaration is recorded in the applicable official records and continuing until the Declarant no longer owns any Parcel or ceases to offer said Parcel(s) for sale in the ordinary course of business.
- 5. "Limited Common Area" means and refers to the Property denoted for the exclusive use and enjoyment of the Owner(s) of a Parcel to which the Limited Common Areas are immediately adjacent.
- 6. "Owner" means and refers to the holder of record fee simple title to any Parcel.
- 7. "Property" means the certain real property herein described in Exhibit "A" and such additions thereto, as may hereafter be brought within the jurisdiction of the Association or subjected to this Declaration.
- 8. "Stormwater Management System" 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 of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.
- 9. "Parcel" means and refers to a particular parcel of Property upon which a dwelling has been or will be constructed.
- 10. "Utility Services" means and refers to all utility services necessary or convenient for occupancy of each Parcel.

**ARTICLE II
MAINTENANCE**

- 1. Maintenance:
 - a. Each Owner is responsible for maintaining their Parcel. This responsibility includes the maintenance, appearance, and condition of their Parcel so as not to detract from the general appearance of the building as a whole. No Owner may change the color of the exterior painting or color, style, or material of roofing of their Parcel without the approval of the Architectural Review Committee. Unless otherwise provided in this Declaration, each Owner is responsible for the cost of performing maintenance and repairs upon their Parcel.
 - b. The Association is responsible for the maintenance and repair of the

Common Areas, including, but not limited to, all landscaping, clubhouse, pool, roads, driveways, sidewalks, sewers, and Limited Common Areas. Each Owner is liable for their pro rata share of such costs.

- i. The Association is not responsible for damage to Common Area caused by a negligent act of an Owner or guest of an Owner. In the event that Common Area is damaged by a negligent act of an Owner or guest of an Owner, that Owner is responsible for making and paying for the repairs. If Common Area is damaged by a negligent act of an Owner or guest of an Owner, and such damage is not promptly repaired by the Owner, the Association may repair the damage and levy the cost of such repairs on the Parcel as an Assessment upon sending ten (10) days written prior notice to cure to the Owner.
- c. In addition, the Stormwater Management System located within the development is to be owned and controlled by the Association. With regard to the Stormwater Management System, the following is to be applicable:
 - i. The Association is responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Northwest Florida Water Management District (the "District"). The Association is responsible for such maintenance and operation. Repair, reconstruction, or modification of the Stormwater Management System is permitted only as approved by the District.
 - ii. The District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System.
- d. Utility Services: With regard to utility services in the community, such as water and sewer, the Association is responsible for maintaining, and paying the cost thereof, of all water and sewer that services more than one Parcel. This includes common pipes or lines and lift station (if any). At the point where a utility services only one Parcel, the Owner is responsible for the maintenance and cost thereof, of those utilities services.

ARTICLE III GENERAL PROVISIONS

1. Residential Use: The Property is to be used for residential purposes only, and each Parcel is to be used only as a single-family dwelling.

2. Animals: No animals of any kind may be kept on the Property except dogs, cats or other household pets that may be kept in reasonable numbers as pets for the pleasure of the Owners. All pets must be kept leashed, under control at all times, and must not become a nuisance to any other Owner and the Owner is required to pick up after their animals (droppings). No animals may be kept for any commercial purpose and no animal may be kept or permitted to remain outside or outdoors unless leashed. Owners are responsible and liable for the actions of their pets.

3. Antennas and Satellite Dishes: Exterior Satellite dishes are not permitted on the Common Areas. Exterior satellite dishes measuring one (1) meter or more in diameter are prohibited in the development. The Association may adopt additional restrictions on the placement and installation of exterior aerials, antennas, towers, or satellite dishes on or in a Parcel so long as the restrictions do not unreasonably restrict, delay, or unreasonably increase the cost of installation of same that are as stringent as allowed under 47 CFR 1.4000, or other similar provisions of law limiting the authority of the Association to restrict the installation, maintenance, or use of antennas, satellite dishes, or similar equipment.

4. Trash and Storage: No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Parcel or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. The specific size, appearance, location, and manner in which a sanitary container is concealed from public view may be defined by the Association via the Architectural Review Criteria. Trash containers may be placed at the front of a Lot on the day(s) designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

The Association has the option, but not the obligation, to contract for trash collection services collectively on behalf of the Owners. If the Association chooses to engage a single trash collection service for all Owners, the charges for such services may be included in the Association's operating budget as a common expense or may be billed back to each Owner individually, pro rata. If the Association chooses the latter, such charge is considered an Assessment and the Association may file a lien on the Parcel if such charge is unpaid.

5. Nuisances: No nuisance is allowed upon the Property, nor any use or practice which is the source of annoyance to residents, which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property must be kept in a clean and sanitary condition and no rubbish, refuse, or garbage is to be allowed to accumulate nor any fire hazards allowed to exist.

6. Vehicles and Boats: No commercial vehicles are allowed to be parked overnight, no vehicles are to be parked on the street or road within the development; no boats, trailers, campers, recreational vehicles, or inoperable motor vehicles may be kept or stored on the Common Area except that the same may be stored in an enclosed garage.

7. Enforcement: The Association or any Owner has the right to enforce by law or equity any provision of this Declaration as it now exists or may be hereafter

amended. The prevailing party in any such enforcement proceeding is entitled to recover reasonable attorney's fees and costs. The failure of the Association or any Owner to enforce any provision does not constitute a waiver of the right to do so thereafter.

8. Signs: No sign, advertisement, notice, or lettering may be exhibited, inscribed, painted or affixed by any Owner on any part of the outside or inside of the Parcel without the prior written consent of the Association, except one for sale or for rent sign approved in advance by the Association.
9. Buildings or Other Structures: No building, wall or other structure may be commenced, erected, or maintained other than the residential dwellings being constructed by Declarant or its assigns, upon the Properties, nor may 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 the same have been submitted to and approved in writing as to harmony of external design and location and relation to surrounding structures and topography by the Architectural Review Committee of the Association. In the event the said Committee fails to approve or disapprove within thirty days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. The Board has the authority to adopt reasonable rules and restrictions regarding buildings, walls and/or any other structures upon any Parcel. These rules are known as Architectural Review Criteria.
 - a. Notwithstanding the provision above, the Board may elect, in its discretion, to permit an Owner to install a fence to the side and/or behind their Parcel. The plans and specifications for such fence, including the location, size, and materials (or anything else as determined reasonable by the Board) to be used, must be submitted in writing and approved by the Board prior to installation of same. If the submission is not approved within 30 days it shall be deemed to have been denied. An Owner whose submission has been approved for the installation of fence must do so at their own expense and will be responsible for all future upkeep, maintenance, and repair of the fence. The maintenance and upkeep requirements and aesthetic standards for the fence are in the complete and absolute discretion of the Board. If an Owner fails to maintain the fence in accordance with the requirements and aesthetic standards established by the Board, the Association may repair or perform necessary maintenance and levy the costs associated with such repair or maintenance to the Owner as an Assessment. If the Association is required to perform maintenance or repair to the fence more than two (2) times in a six (6) month period, the Association may cause the fence to be removed and levy the costs associated with removal to the Owner as an Assessment. Upon completion of a fence, the property contained within the fenced area may be considered Limited Common Area but will continue to be maintained by the Association. However, the Board may require that such maintenance responsibility be assigned to the Owner, at the Owner's expense, as a condition of the approval of the fence or if the Board subsequently determines that Owner maintenance of the fenced-in area is in

the best interest of the Association.

- 10. Exterior: All exterior walls must be maintained in color, finishes, and decor consistent and harmonious with the overall architectural plan and design, and nothing inconsistent therewith is permitted to exist. Changing color of the exterior of any building requires the approval of the Architectural Review Committee and if the same is not approved or disapproved within thirty days after such request has been submitted for approval, approval will not be required and this article will be deemed to have been fully complied with.
- 11. Outside Laundry: No laundry, rugs, or similar articles may be hung outdoors in public view.
- 12. Mailboxes: A central mailbox will be placed by the Declarant on the Property and the same will be maintained by the Association. Owners are not permitted to maintain individual mailboxes on their Property or the Common Area.
- 13. Parking: Parking is restricted to the Limited Common Areas (i.e. driveways) immediately in front of each Parcel and in those areas designated as such located within the Common Area, of which the parking in the designated Common Areas is available on a first come, first serve basis.
- 14. Roads: All roads located within the development are private and the cost of the maintenance of the same is a Common Expense to be paid for by the Association.
- 15. Entry Gate: The entry gate to the Property is private and the cost of the maintenance of the same is a Common Expense to be paid for by the Association.
- 16. Additional Rules: The Board of Directors of the Association, by the majority vote, may adopt such additional rules and regulations as may be necessary or appropriate for the health, safety, and welfare of the Owners and the Property, and for the use, improvement, and maintenance of the Common Areas subject to the restrictions as set forth in Article II hereof relating to the Declarant.
 - a. Owners and their invited guests may operate Golf Carts and Low Speed Vehicles (collectively "LSV") on roadways within the Property subject to reasonable rules and regulations as adopted and amended by the board.
- 17. Term: The covenants and restrictions of this Declaration run with the land and bind the land for a term of thirty years from the date this Declaration is recorded, after which time the covenants and restrictions of this Declaration may be renewed or extended as provided by Florida law.
- 18. Association Fines: The Association may levy reasonable fines for the violation of these covenants or rules and regulations adopted by the Association, not to exceed \$100.00 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine may exceed \$1,000.00 in the

aggregate. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The Association may fine or suspend pursuant to the procedure described in Fla. Stat. § 720.305(2), as amended from time to time.

19. Association's Performance of Owner's Duties. If an Owner of any Parcel fails to comply with any of its obligations under this Declaration and such failure continues for ten (10) days after written notice of such failure from the Association, the Association, after approval of a majority of the Board, shall have the right, through its agents, employees, or contractors, to enter upon said Parcel and to perform such acts and pay such amounts necessary to fulfill such obligations and bring the Parcel Owner into compliance with this Declaration and all costs and expenses incurred in connection therewith shall be an Assessment against such Parcel.
20. Rentals. Short-term rental of Parcels is prohibited. The minimum duration that a Parcel may be rented or leased is six (6) months. No Parcel may be rented or leased more than twice in a calendar year. Only the entire Parcel may be rented or leased. Leasing or renting of individual rooms or spaces of any duration is prohibited.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

1. Every Owner of a Parcel is a member of Shorewalk Owners Association, Inc., a Florida corporation not for profit. Ownership of the Common Areas is to be held by the Association. The Association has the power and responsibility to enforce any provisions of this Declaration. Membership in the Association is appurtenant to the Ownership of the Parcels and may not be separated from Ownership of the Parcels.

**ARTICLE V
EASEMENTS**

1. Types of Easements: The Property is subject to an easement described in the survey and to additional easements described as follows:
 - a. Utility Easement: Easements are reserved through each Parcel as may be required for utility service to serve any other Parcel adequately. However, such easements exist only according to the plans and specifications for the particular building in question or according to the actual construction of said building unless prior written approval is obtained from the Owner of the Parcel intended to be subjected to the easement.
2. Easements to be Private: All easements described in this Declaration are private easements created solely for the benefit of the Owners of the Parcels, their heirs, successors, and assigns. Such easements are appurtenant to each Parcel, all conveyances of a Parcel include a conveyance of the easements and rights as provided herein and no express reference to such easements and rights are required in any instrument of conveyance.

3. Easement for Encroachments: The Property is subject to an easement for encroachments created by settling of the original construction. Such encroachments are used for the purpose of maintaining the encroachments while they are in existence.
4. Exclusive Use of Limited Common Areas: The land immediately adjacent to and extending five (5) feet from each Parcel and the driveway immediately in front of each Parcel are Limited Common Area and subject to the adjacent Parcel Owner's exclusive use and enjoyment. However, such use and enjoyment of the Limited Common Area is subject to the reasonable rules and regulations as provided for herein or subsequently adopted by the Board of Directors of the Association. The Association is responsible for the maintenance of all Limited Common Area and will maintain and repair any utilities that may be located therein.
5. Construction Easement: An exclusive easement for access, ingress, and egress to all Property is hereby reserved for the benefit of the Declarant, its agents, employees, successors, and assigns, for the purpose of completing construction of the improvements shown on the site plan attached as Exhibit "B."
6. Water and Sewer Easement: The water and sewer lines are dedicated to the City of Panama City Beach. Declarant grants an easement to the City of Panama City Beach upon the Common Areas henceforth for ingress and egress to provide and maintain, sewer, water, and other Utility Services (as may be required).

**ARTICLE VI
INSURANCE**

1. Purchase of Insurance: Each Owner must secure fire and extended coverage insurance on his Parcel in an amount equal to the maximum insurable replacement value. The Association must obtain public liability insurance in such amounts and with such coverages for the Common Areas and must be determined annually by the Association, which will be a Common Expense.
2. Use Limitations: No use may be made of any Parcel that may increase the premium rates for insurance maintained by any other Owner or by the Association.
3. Personal Insurance: Each Owner must maintain public liability insurance to protect against claims due to accidents within his Parcel.

**ARTICLE VII
COMMON TAXES**

- I. In the event any taxing authority levies any tax or assessment against the Common Areas, the Association is responsible for the payment of the same as a Common Expense.

**ARTICLE VIII
ASSESSMENT AND LIENS**

- 1. Assessments: The Association is empowered to make assessments against the Parcels as may be necessary or desirable for capital improvements, repair, and maintenance of the Common Areas and to be used for the maintenance and repair of the surface water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures, and drainage easements. Assessments may be levied on an annual, quarterly, or monthly basis as determined by the Board.

- 2. Each Owner, by acceptance of a deed for a Parcel, is deemed to covenant and to agree to pay, when due, the various costs, charges, and assessments made by the Association as provided in this Declaration. Unless otherwise expressly provided, such costs, charges, and assessments are deemed late if not paid within thirty days after such payment is due. If such costs, charges, and assessments are not paid when due, all such amounts, together with interest at the rate of eighteen percent (18%) per annum, and late fees (if any), are secured by a lien upon the Parcel of the defaulting Owner. Such liens attach to the Parcel upon the recording of a claim of lien in the Official Records of Bay County, Florida, setting forth the description of the Parcel, the name of the record Owner, the amount due, the due date, and the specific provision of this Declaration upon which such claim is based, or as otherwise required pursuant to Fla. Stat. § 720.3085, as may be amended from time to time. Such lien also secures the payment of reasonable attorney’s fees and court costs and may thereafter be foreclosed in the manner provided by law. Such lien relates back in priority to the date of the filing of this Declaration. Upon payment, the holder of the lien must deliver and/or record a satisfaction/release of the lien within a reasonable time.

- 3. Subordination of Lien to Mortgages: The lien of assessments provided herein is subordinate to the lien of a first mortgage. The sale or transfer of any Parcel does not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to a first mortgage foreclosure extinguishes the lien of such assessment as to the payment that became due prior to such sale or transfer. Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee’s acquisition of title is subject to the provisions of Fla. Stat. § 720.3085, as amended from time to time. No sale or transfer relieves such Parcel from liability for any unpaid assessment or other charge which came due while they were an Owner.

**ARTICLE IX
ARCHITECTURAL REVIEW COMMITTEE**

- 1. The Association must create an Architectural Review Committee that consists of no less than three nor more than five members that need not be Owners. The terms for the members is established by the Board of Directors from time to time. The committee is responsible for the decisions as required herein of that committee.

- 2. Architectural Review Criteria: The Board has the authority to establish and enforce Architectural Review Criteria regarding the use, appearance, or function of the exterior of the Parcels. Architectural Review Criteria may subsequently be amended and adopted by the Board at a meeting called for that purpose. During the Development Period, Architectural Review Criteria may only be amended with the written consent of the Declarant.

**ARTICLE X
ADDITIONAL LANDS**

- 1. Declarant may, but is not obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that any additional land subjected to this Declaration (or its assessment provisions) is to be substantially contiguous to the Property then subject to this Declaration and the Owners of property within additional lands made subject to this Declaration be and become subject to this Declaration, and be responsible for their pro rata share of common expenses for which assessments may be levied pursuant this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Bay County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

**ARTICLE XI
MISCELLANEOUS**

- 1. Additional Restrictions: The Declarant may include in any contract or deed any additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the covenants and restrictions set forth in this Declaration.
- 2. New Buyer Fee: A New Buyer Fee shall be assessed or charged for the exclusive purpose of funding capital expenditures; including, but not limited to, the improvement, maintenance, enhancement, and repaving of the roads within the Property. Such New Buyer Fee shall be fixed at one quarter percent (0.25%) of the contracted purchase price of Parcel and shall be assessed at the time of purchase or repurchase of any Parcel within the Property. Such fee, together with interest thereon and costs of collection as herein provided, shall be a charge and continuing lien upon the Parcel and improvements thereon against which such fees are assessed if such amount is unpaid. Each such fee, together with such interest and costs of collection, shall also be the joint and several personal obligation of both the prior owner and subsequent purchaser of such Parcel at the time when the fee first became due and payable.
- 3. Alteration and Improvement of Common Areas. During the Development Period, the Declarant may unilaterally amend Exhibit "B" and undertake substantial alterations or further substantial improvements to the real property constituting the

Common Areas provided that the Declarant bears the cost of the such alteration or improvement. In such event, neither the Association, its Board of Directors, nor the Association Members need approve such alteration, improvement, or amendment to Exhibit "B."

a. After the Development Period, the Owners may choose to acquire a Parcel, or use Common Area, to install a swimming pool. However, the Association may not acquire real property, or dedicate Common Area, for the purpose of installing a swimming pool without prior approval from at least fifty percent (50%) the Owners.

4. Severability: Invalidation of any of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order will not affect any other provisions or applications in other circumstances, all of which remain in full force and effect.

5. Amendment: Provisions of this Declaration may be amended by two-thirds of all Owners in the Association, provided however, that no Amendment may in any way affect the Declarant's right to continue with the development of Shorewalk in accordance with its development plans. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Further, as long as the Declarant owns any property subject to this Declaration, the Declarant has the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner.

6. Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period the Parcels and other portions of the Property owned by the Declarant are not subject to any Annual or Special Assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Declarant will pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration (the "Deficit Funding Period"). The Declarant is obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. Upon termination of the Declarant's agreement to pay operating deficits (or at the Declarant's option), the Declarant is obligated to pay assessments on Parcels owned by it within the Property on the same basis as other Owners. In no event will the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Parcels within the Property.

7. Initial Budget and Assessment: Upon conveyance of the first Parcel by Declarant, Declarant will establish the initial budget for the Association and base the assessment owed by said purchaser/Owner on their pro rata share of budgeted common

expenses and anticipated reserves (if any) at that time. From that date until the end of the Development Period (or as terminated earlier at the option of the Declarant per above), the Association may not raise assessments more than 15% over the prior year's assessment or special assess without approval from a majority of the non-Declarant Owners at a meeting called for that purpose.

8. Compliance with Florida Law: it is the express intent of the Declarant that all provisions of this Declaration comply with Chapter 720, Florida Statutes, as written today and as will be amended from time to time. Any provision contained herein that conflicts with Chapter 720, Florida Statutes, or any other relevant Florida law, is/will be amended and/or superseded to comply with said law as it may be amended from time to time.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed and its seal affixed this 26th day of April, 2017.

Shorewalk Holdings, LLC, a Florida limited liability company

Brendan R. Burey
Witness

Brendan R. Burey
Print

Kathryn Townsend
Witness

KATHRYN TOWNSEND
Print

Mughis Chaudry

By: Shorewalk Management, LLC, a Wyoming limited liability company
Its: Manager

STATE OF FLORIDA,
COUNTY OF BAY.

The foregoing instrument was acknowledged before me this 26th day April, 2017 by Mughis Chaudry, on behalf of Shorewalk Management, LLC, a Wyoming Limited Liability Company as Manager of Shorewalk Holdings, LLC, a Florida limited liability company, who: (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

[Seal]

Kathryn Townsend
KATHRYN TOWNSEND
(Print Name)

My Commission Expires:

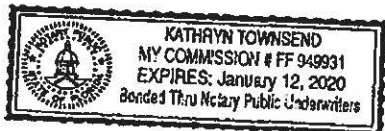


Exhibit "A"
Legal Description for Shorewalk

LOT 5, BLOCK 11 AND THAT PORTION OF "OMIT K" EL CENTRO BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 8 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT 5, BLOCK 11; THENCE RUN N 20° 42' 00" E, 279.79 FEET, ALONG THE WESTERLY LINE OF SAID LOT 5 AND THE NORTHERLY EXTENSION THEREOF; THENCE RUN S 69° 25' 23" E, 122.52 FEET; THENCE RUN N 20° 34' 37" E, 138.60 FEET TO THE MONUMENTED NORTH LINE OF "OMIT K" PARCEL AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HERNANDO AVENUE; THENCE RUN S 69° 05' 11" E, 373.34 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE NORTHWESTERLY CORNER OF LOT 17, SAID BLOCK 11; THENCE RUN S 01° 01' 18" W, 315.69 FEET, ALONG THE WESTERLY LINE OF LOTS 14 AND 17 SAID BLOCK 11, TO THE SOUTHWESTERLY CORNER OF SAID LOT 14; THENCE RUN N 69° 18' 00" W, 541.86 FEET ALONG THE SOUTHERLY LINE OF SAID "OMIT K" PARCEL ALSO BEING THE NORTHERLY LINE OF LOTS 6 THROUGH 13 SAID BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 5; THENCE RUN S 20° 42' 00" W, 120.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF INNOCENTE AVENUE; THENCE RUN N 69° 18' 00" W, 60.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

Exhibit "B"
Site Plan and Parcel Descriptions for Shorewalk

Legal Description

Proposed Common Area

Lot 5, Block 11 and that portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida, being more particularly described as follows:

Begin at the Southwesterly corner of said Lot 5, Block 11; Thence run N 20°42'00" E, 279.79 feet, along the Westerly line of said Lot 5 and the Northerly extension thereof; Thence run S 69°25'23" E, 122.52 feet; Thence run N 20°34'37" E, 138.60 feet to the monumented North line of "OMIT K" parcel and the Southerly right-of-way line of Hernando Avenue; Thence run S 69°05'11" E, 373.34 feet along said Southerly right-of-way line to the Northwesterly corner of Lot 17, said Block 11; Thence run S 01°01'18" W, 315.69 feet, along the Westerly line of Lots 14 and 17 said Block 11, to the Southwesterly corner of said Lot 14; Thence run N 69°18'00" W, 541.86 feet along the Southerly line of said "OMIT K" parcel also being the Northerly line of Lots 6 through 13 said Block 11 to the Northeasterly corner of said Lot 5; Thence run S 20°42'00" W, 120.00 feet to the Northerly right of way line of Innocente Avenue; Thence run N 69°18'00" W, 60.00 feet along said Northerly right-of-way line and the Southerly line of said Lot 5 to the Point of Beginning.

LESS AND EXCEPT the following 21 parcels:

Proposed Lot 1:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 13.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 2:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO

Legal Description (Cont.)

BEACH, Thence run S 69°18'00" E, 55.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 3:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 97.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 4:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 139.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 5:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

*SHEET 1 OF 2
N.T. VALD WITH 41 SHEETS*

CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

JOB #: VLSR17-19856 (Common Area)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788



VISIONLAND

941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION

Sketch and Description

Legal Description (Cont.)

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 181.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 6:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 223.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 7:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 265.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 8:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 307.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Legal Description (Cont.)

Proposed Lot 9:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 349.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 10:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 391.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 11:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 433.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 12:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11;

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CLIENT #:	
DRAFTER:	BT
APPROVED:	JEW

SHEET 1 OF 1
INVALID WITHOUT SHEETS 1-10

Legal Description (Cont.)

Thence run N 01°01'18" E, 191.49 feet along the Westerly line of Lots 14 and 17, said Block 11; Thence run N 88°58'42" W, 25.00 feet to the Point of Beginning; Thence run S 01°01'18" W, 32.00 feet; Thence run N 88°58'42" W, 50.00 feet; Thence run N 01°01'18" E, 32.00 feet; Thence run S 88°58'42" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 13:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 233.49 feet along the Westerly line of Lots 14 and 17, said Block 11; Thence run N 88°58'42" W, 25.00 feet to the Point of Beginning; Thence run S 01°01'18" W, 32.00 feet; Thence run N 88°58'42" W, 50.00 feet; Thence run N 01°01'18" E, 32.00 feet; Thence run S 88°58'42" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 14:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 34.27 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 30.00 feet to the Point of Beginning; Thence run S 31°59'35" E, 32.00 feet; Thence run S 58°00'25" W, 50.00 feet; Thence run N 31°59'35" W, 32.00 feet; Thence run N 58°00'25" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 15:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13

Legal Description (Cont.)

also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 113.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 16:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 155.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 17:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 197.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

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APPROVED:	JEW

SHEET - CF 0
16 T.V. LAND WITH 10 T.S. 4-10

Legal Description (Cont.)

Proposed Lot 18:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 239.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 19:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 281.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 20:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14

Legal Description (Cont.)

and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 323.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

Proposed Lot 21:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 365.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

The overall description containing 120,161 square feet or 2.76 acres more or less.

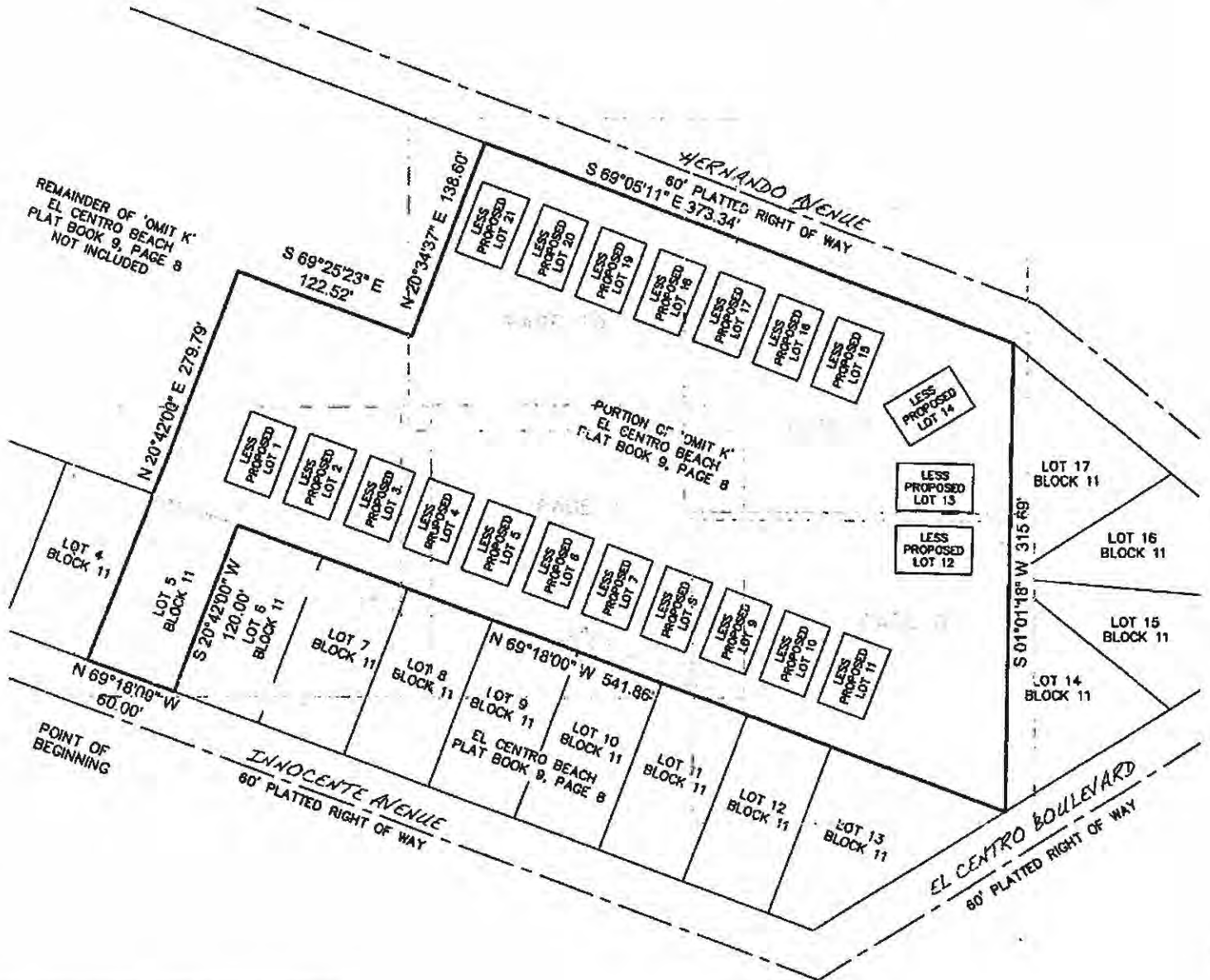
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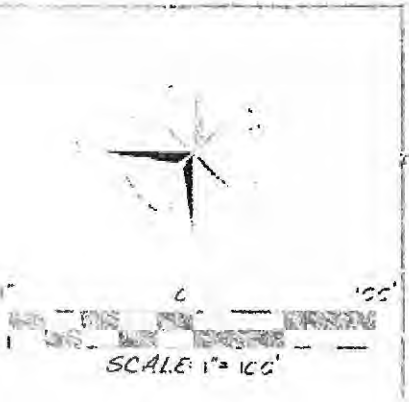
JOB #:	VLSR17-19856 (Common Area)
CLIENT #:	
DRAFTER:	BT
APPROVED:	JEW

SHEET 4 OF 6
INVALID WITH/OUT SHEETS - 3



SHEET 51 F.V.
INVALID WITH OUT SHEETS 1-4, 10-11

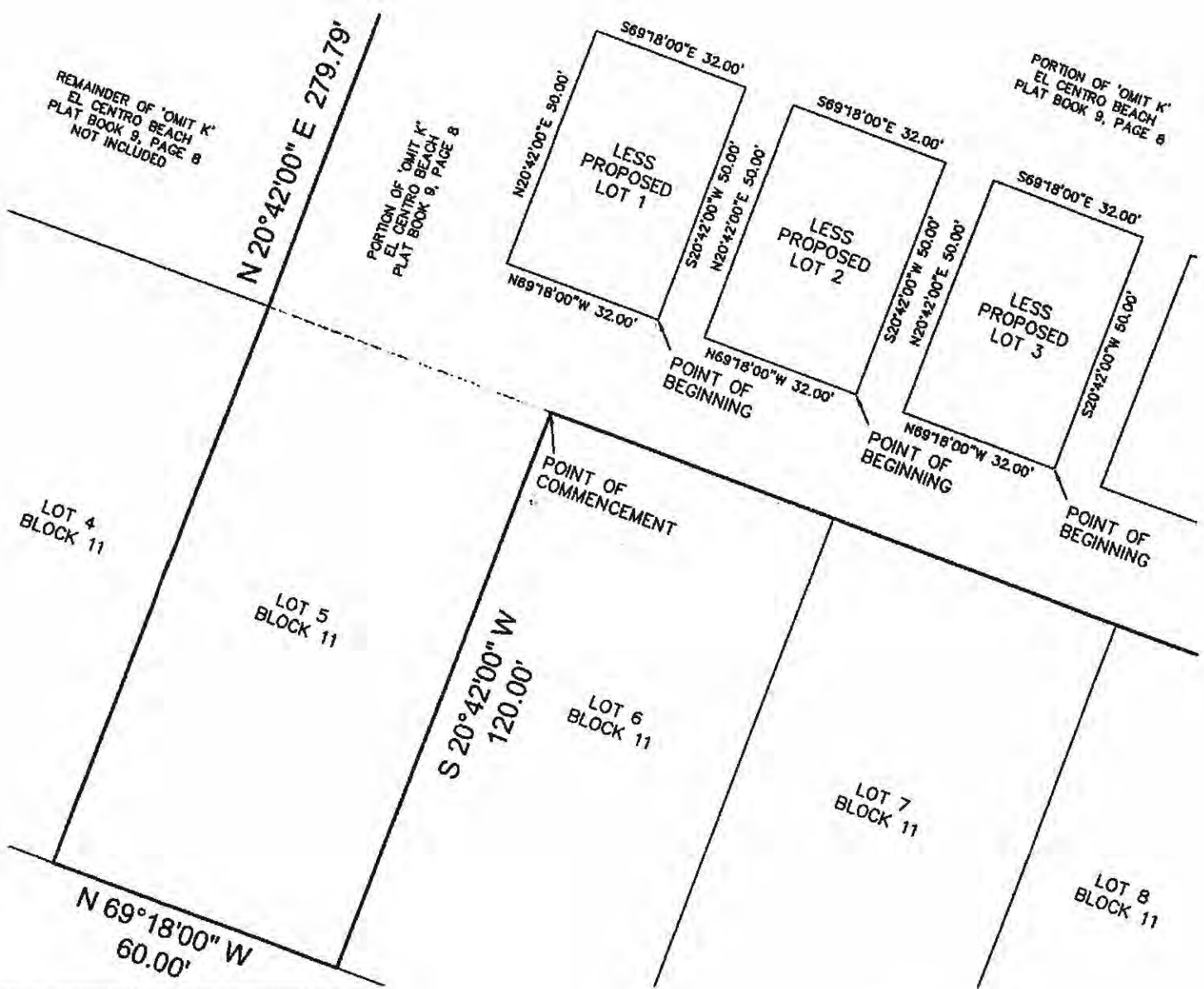
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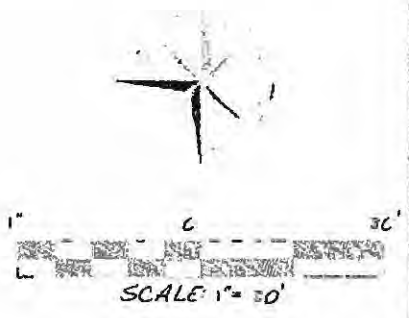
- LEGEND**
- PB = Plat Book
 - Pg = Page
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 - ID = Identification
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 - LS = Licensed Surveyor

JOB #:	VLSR17-19856 (Common Area)
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DRAFTER:	BT
APPROVED:	JEW



SHEET 6 OF 11
NOT VALID WITHOUT SHEETS 1-5, 7-10

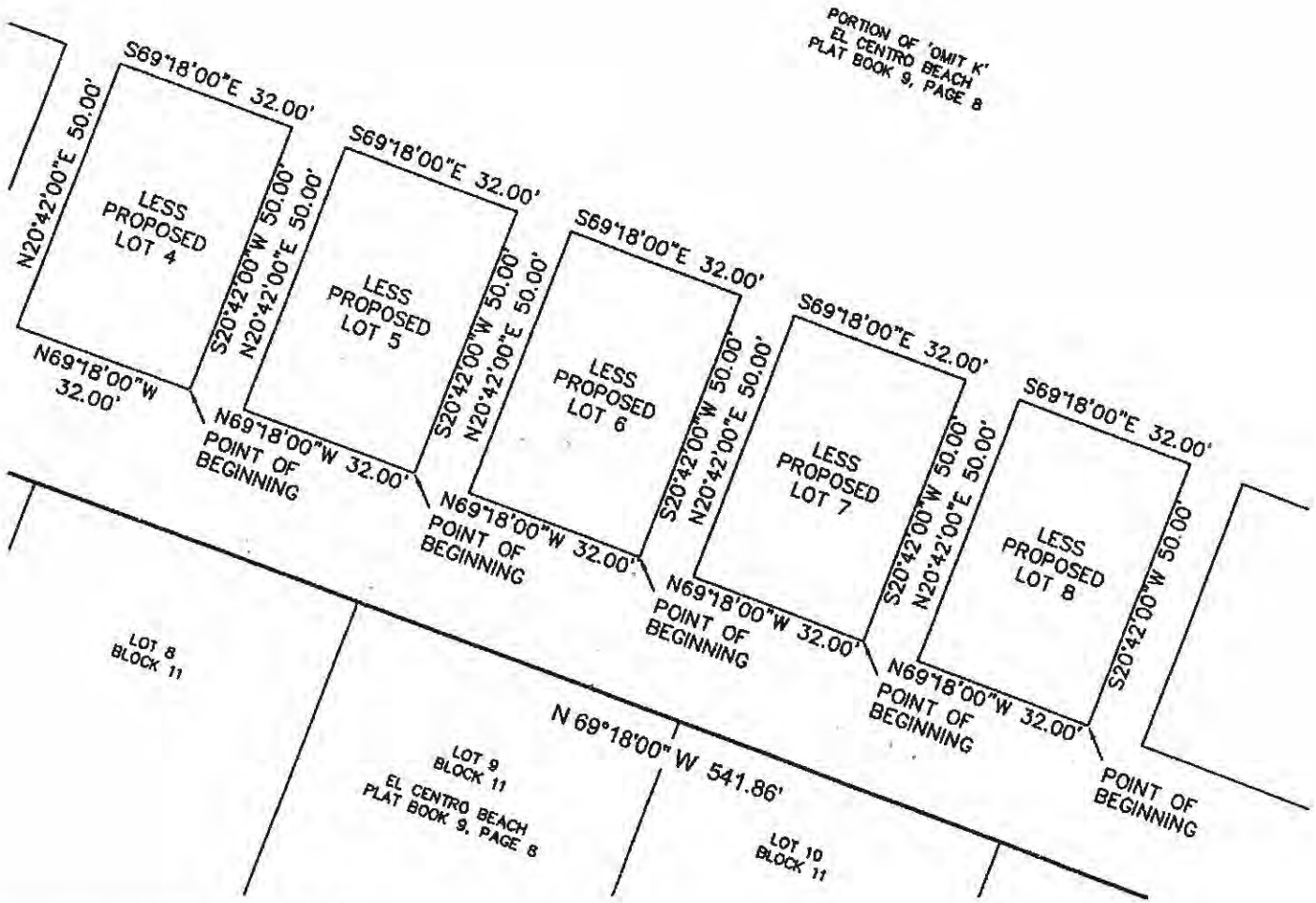
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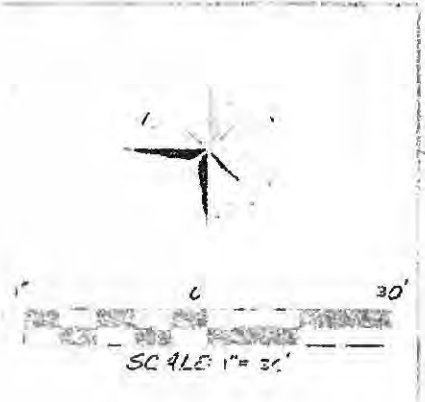
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DRAFTER:	BT
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PORTION OF 'OMIT K'
EL CENTRO BEACH
PLAT BOOK 9, PAGE 8



SHEET 2 OF 4
IN TRIANGLE WITH OTHER SHEETS 1, 3, 4

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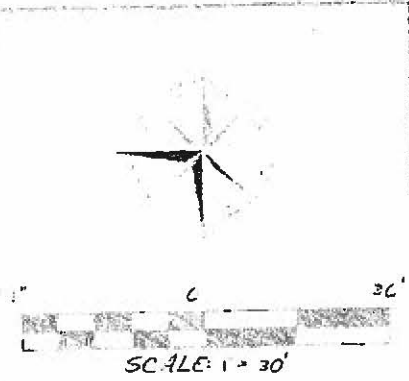
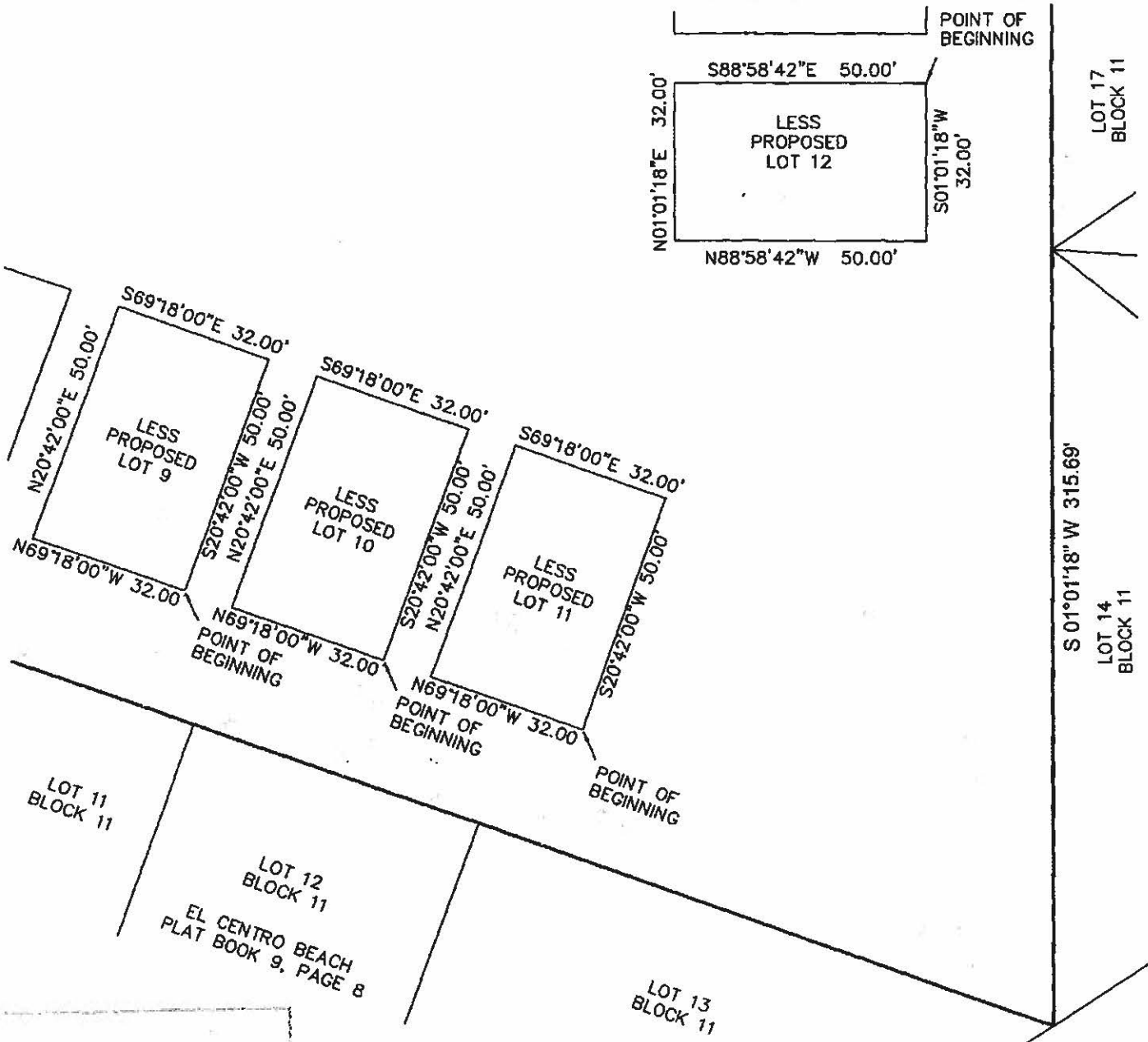
JOB #: VLSR17-19856 (Common Area)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

Notes and Description



SHEET 8 OF 11
NOT VALID WITHOUT SHEETS 1-7, 9-11

LB 7788

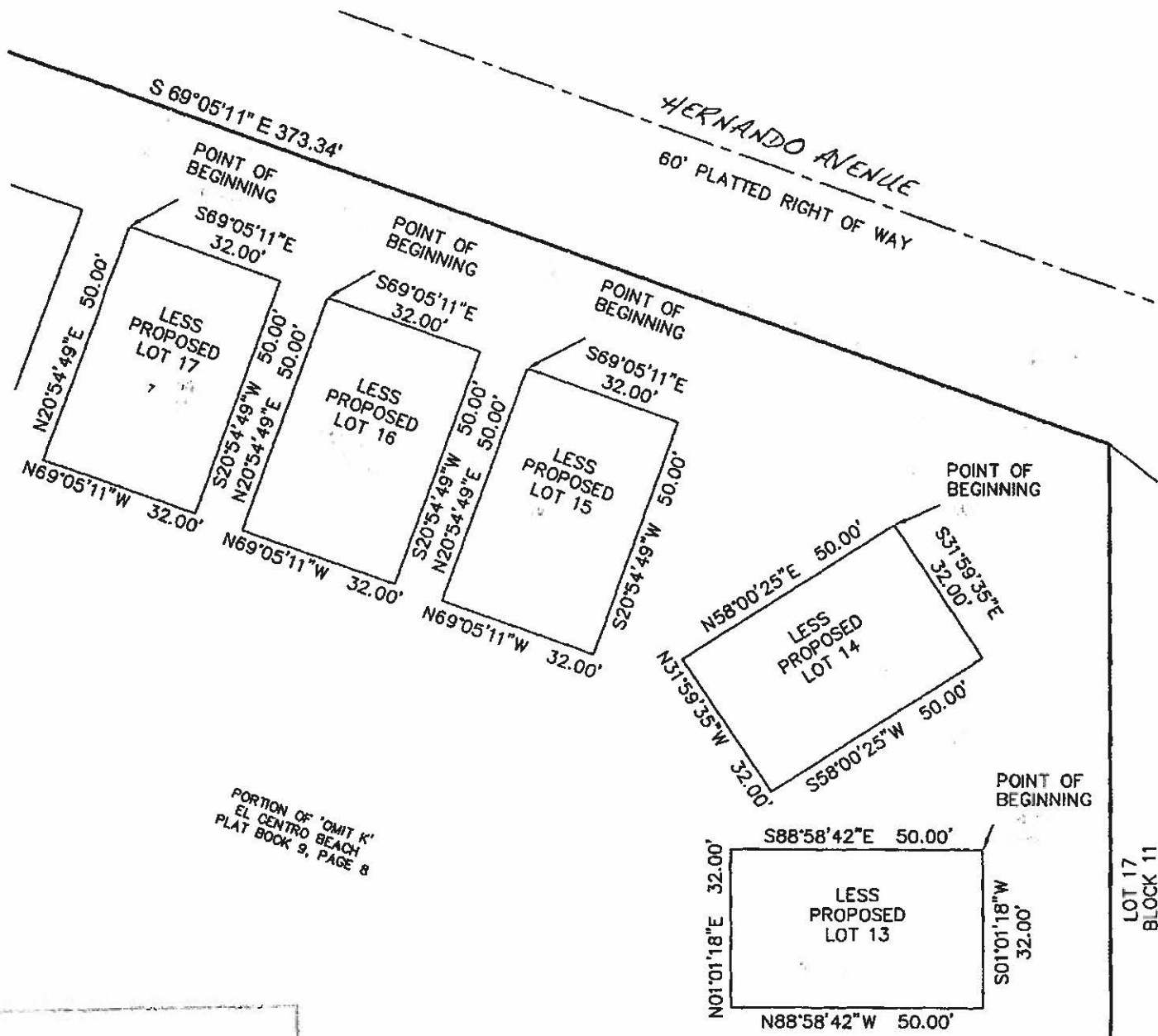


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CLIENT #:	
DRAFTER:	BT
APPROVED:	JEW

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PORTION OF 'OMIT K'
EL CENTRO BEACH
PLAT BOOK 9, PAGE 8

LOT 17
BLOCK 11

SHEET 9 OF 11
FIELD WITH THE OTHER SHEETS - 8, 10

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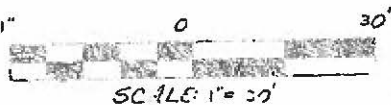


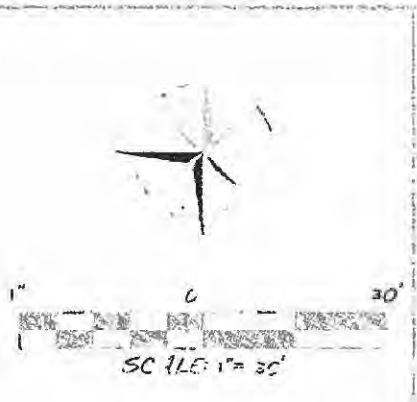
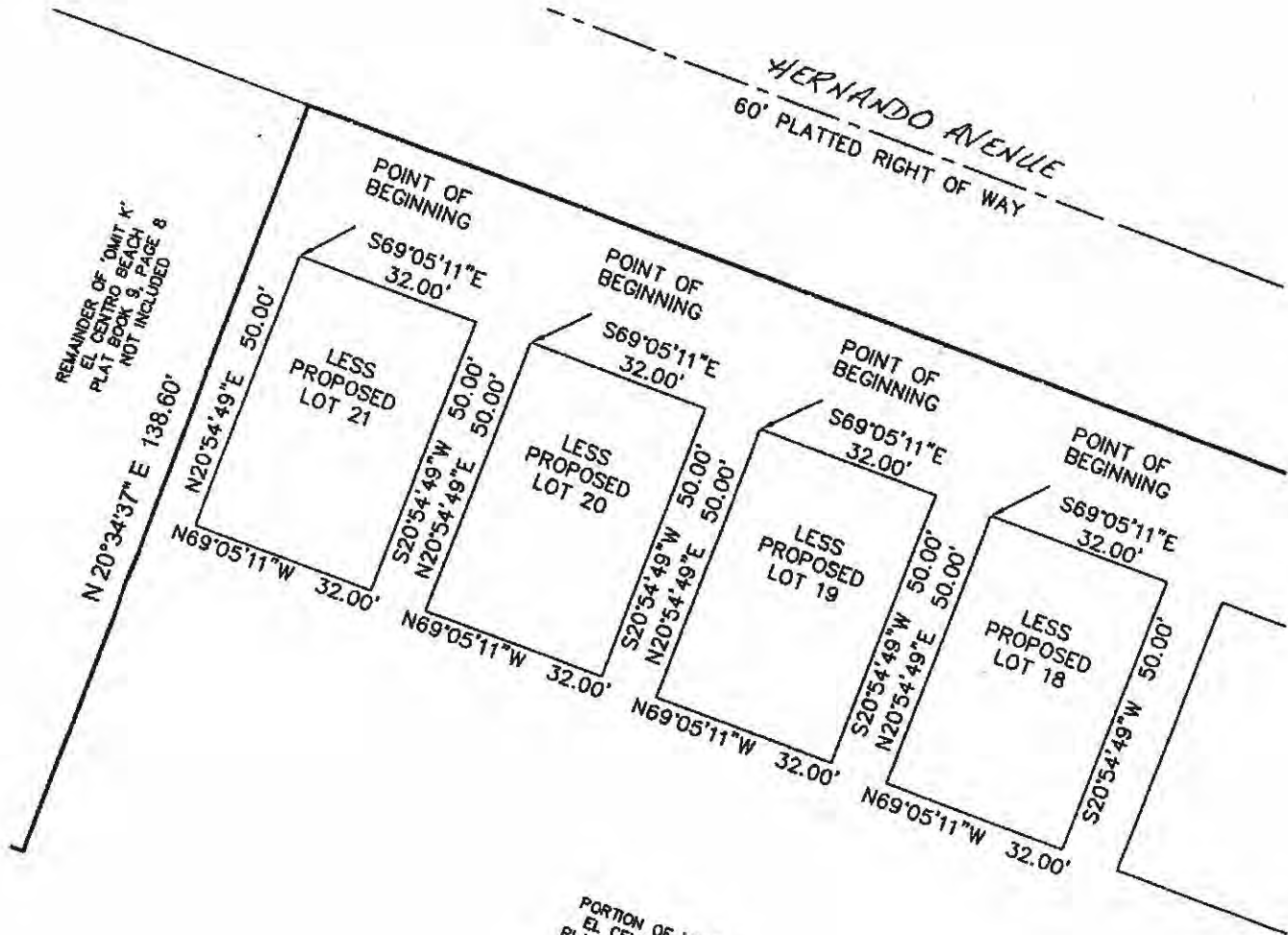
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APPROVED:	JEW





SHEET 1 OF 1
 IN TOTAL WITH OTHER SHEETS - 9

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JOB #:	VLSR17-19856 (Common Area)
CLIENT #:	
DRAFTER:	BT
APPROVED:	JEW



Legal Description
Proposed Easement Area

That portion of Lot 5, Block 11 and that portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida, being more particularly described as follows:

Commence at the Southwesterly corner of said Lot 5, Block 11; Thence run S 69°18'00" E, 23.00 feet along the Northerly right-of-way line of Innocente Avenue and the Southerly line of said Lot 5 to the Point of Beginning; Thence run N 20°42'00" E, 258.17 feet; Thence run S 69°25'23" E, 89.62 feet; Thence run N 20°34'37" E, 21.67 feet; Thence run S 69°25'23" E, 9.94 feet; Thence run N 20°34'37" E, 47.20 feet; Thence run S 69°18'00" E, 249.41 feet; Thence run N 20°54'49" E, 90.46 feet to the monumented North line of "OMIT K" parcel and the Southerly right-of-way line of Hernando Avenue; Thence run S 69°05'11" E, 10.00 feet along said monumented North line of "OMIT K" parcel and the Southerly right-of-way line of Hernando Avenue; Thence run S 20°54'49" W, 90.42 feet; Thence run S 69°18'00" E, 32.99 feet; Thence run N 20°54'49" E, 89.00 feet; Thence run N 58°30'33" E, 1.64 feet to the monumented North line of "OMIT K" parcel and the Southerly right-of-way line of Hernando Avenue; Thence run S 69°05'11" E, 18.93 feet along said monumented North line of "OMIT K" parcel and the Southerly right-of-way line of Hernando Avenue; Thence run S 58°30'33" W, 8.08 feet; Thence run S 20°54'49" W, 99.68 feet; Thence run S 69°18'00" E, 8.76 feet; Thence run S 01°01'18" W, 106.19 feet; Thence run N 69°18'00" W, 436.27 feet; Thence run S 20°42'00" W, 211.43 feet to the Northerly right of way line of Innocente Avenue; Thence run N 69°18'00" W, 15.00 feet along said Northerly right-of-way line and the Southerly line of said Lot 5 to the Point of Beginning.

Containing 48575 square feet or 1.115 acres more or less.

SHEET 1 OF 2
NOT VALID WITH OUT SHEET 2

CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

JOB #: VLSR17-19856 (easement)
CLIENT #:
DRAFTER: BT
APPROVED: JEW

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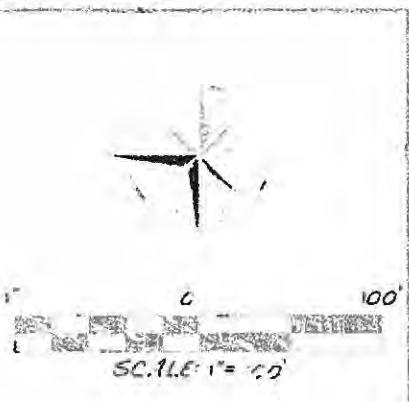
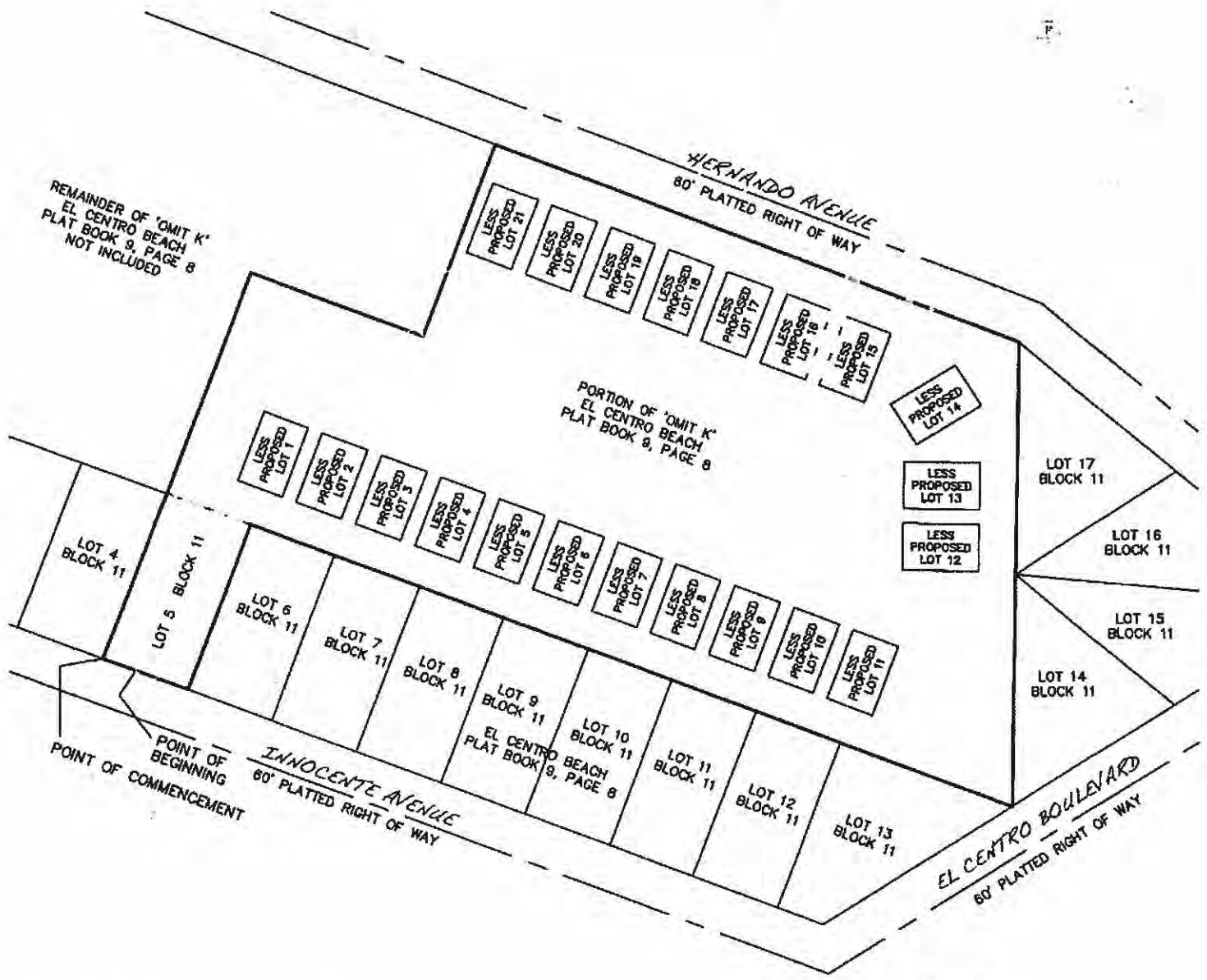
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 04-05-17

DATE	REVISION	DATE	REVISION



SHEET 2 OF 2
NOT VALID WITH LOT SHEET 1

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 - LS = Licensed Surveyor

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JOB #:	VLSR17-19856 (easement)
CLIENT #:	
DRAFTER:	BT
APPROVED:	JEW

Legal Description

Proposed Lot 1:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida, being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 13.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



LOT 5
BLOCK 11
EL CENTRO BEACH
PLAT BOOK 9, PAGE 8

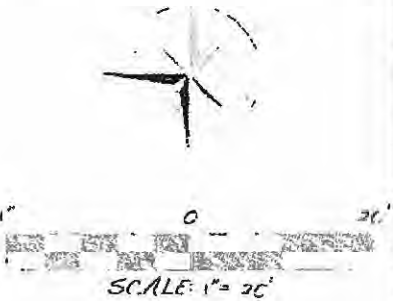
POINT OF COMMENCEMENT
LOT 6
BLOCK 11

CERTIFIED TO: (AS FURNISHED)
BuScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 5, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00\"/>

- NOTES
1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
 2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

LEGEND
PB = Plat Book
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FND = Found
ID = Identification
LB = Licensed Business
LS = Licensed Surveyor



JOB #: VLSR17-19856 (lat.)
CLIENT #:
DRAFTER: BT
APPROVED: JEW

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SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER
DATED: 03-21-17

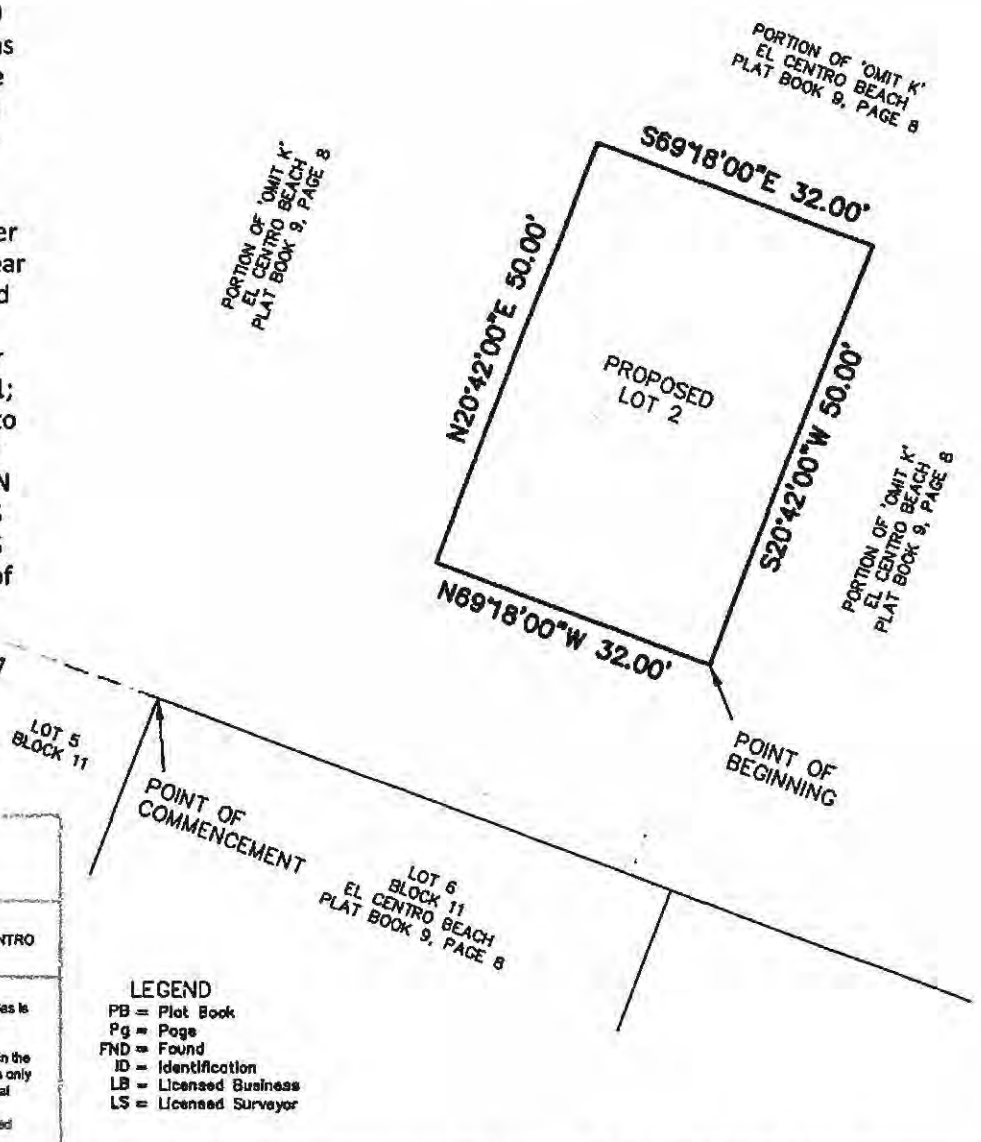
Legal Description

Proposed Lot 2:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 55.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BuScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00\"/>

- NOTES
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 2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

- LEGEND
- PB = Plot Book
 - Pg = Page
 - FND = Found
 - ID = Identification
 - LB = Licensed Business
 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot2)
CLIENT #:
DRAFTER: BT
APPROVED: JEW

LB 7788

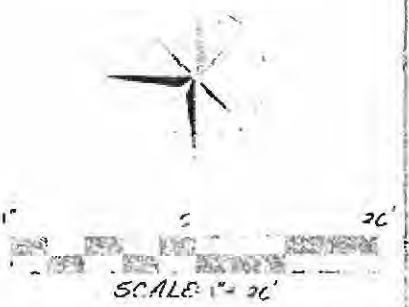
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
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DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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Sketch and Description

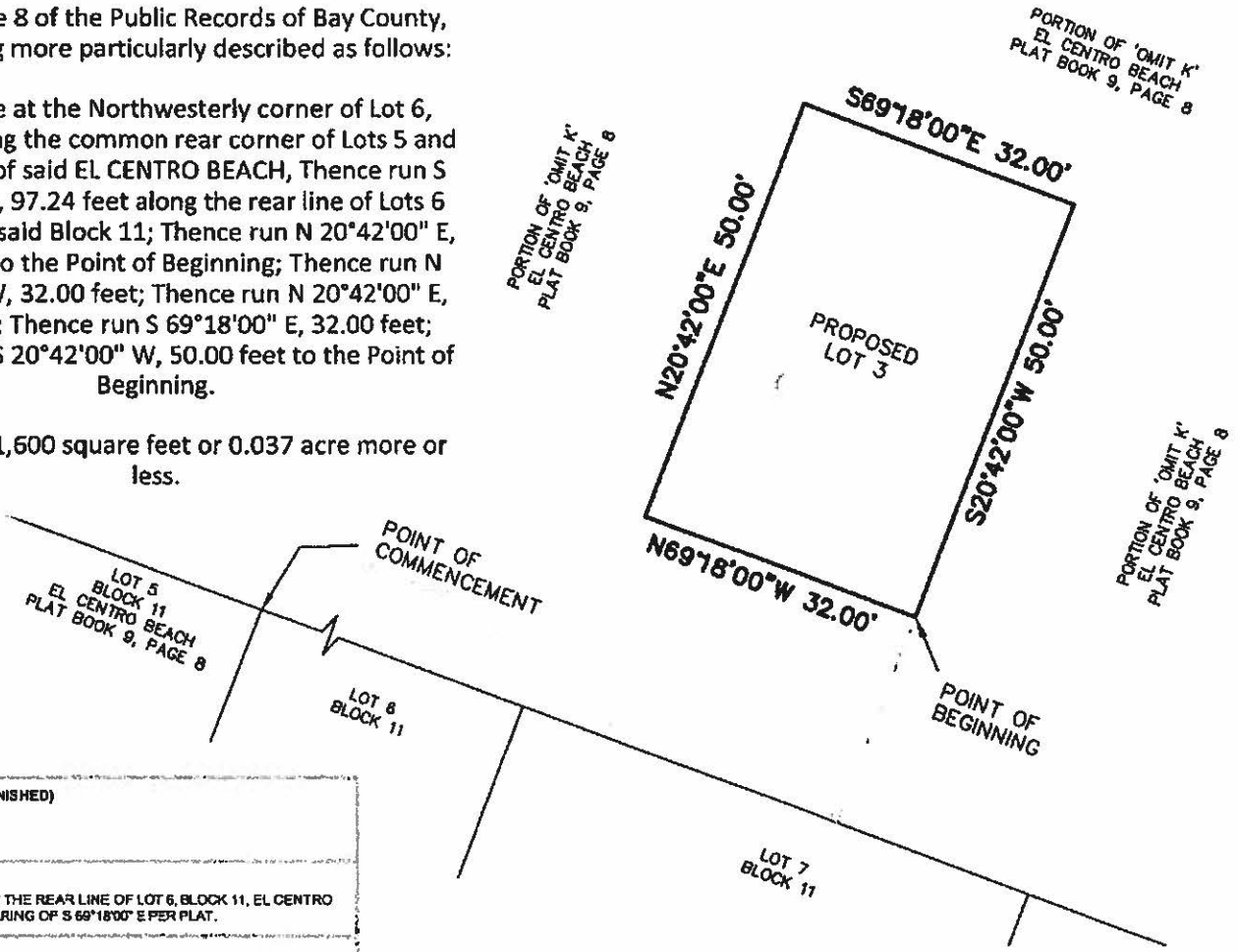
Legal Description

Proposed Lot 3:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 97.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
E+Scape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

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- Pg = Page
- FND = Found
- ID = Identification
- LB = Licensed Business
- LS = Licensed Surveyor

JOB #: VLSR17-19856 (103)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS

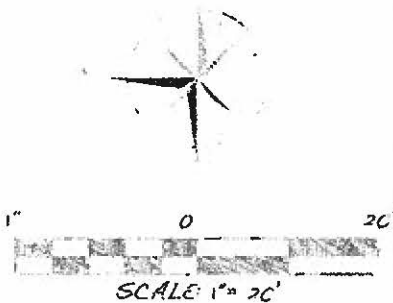
DATED: 03-21-17

PROFESSIONAL LAND SURVEYOR

FLORIDA REGISTRATION #6573

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	REVISION	DATE	REVISION
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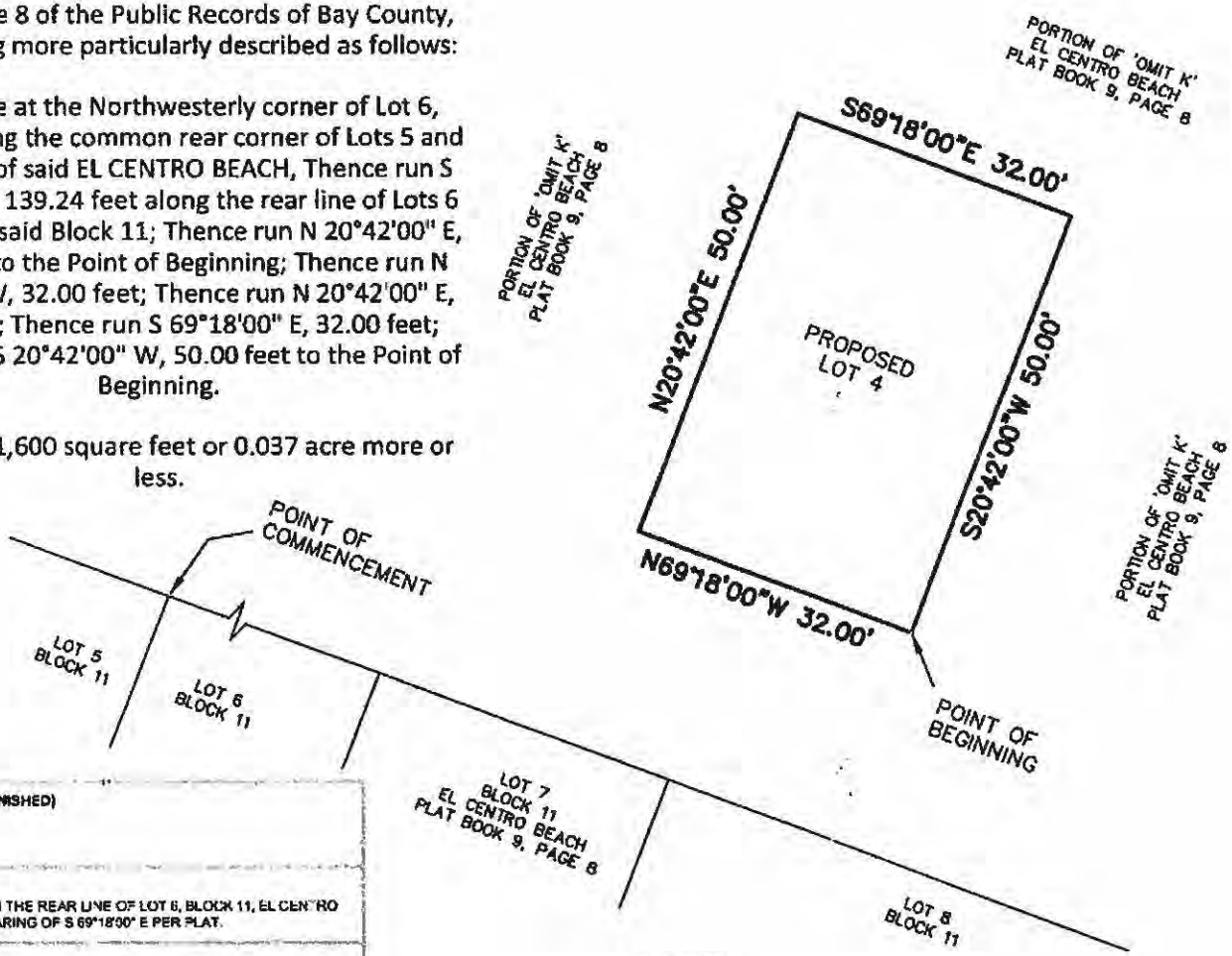
Legal Description

Proposed Lot 4:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 139.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES
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 - Pg = Page
 - FND = Found
 - ID = Identification
 - LB = Licensed Business
 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (Job4)
 CLIENT #:
 DRAFTER: BT
 APPROVED: JEW

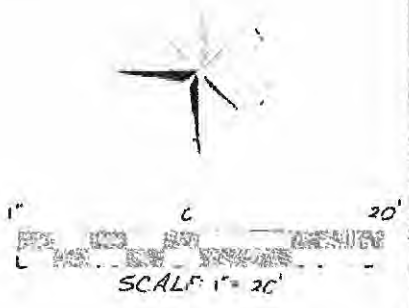
SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #8573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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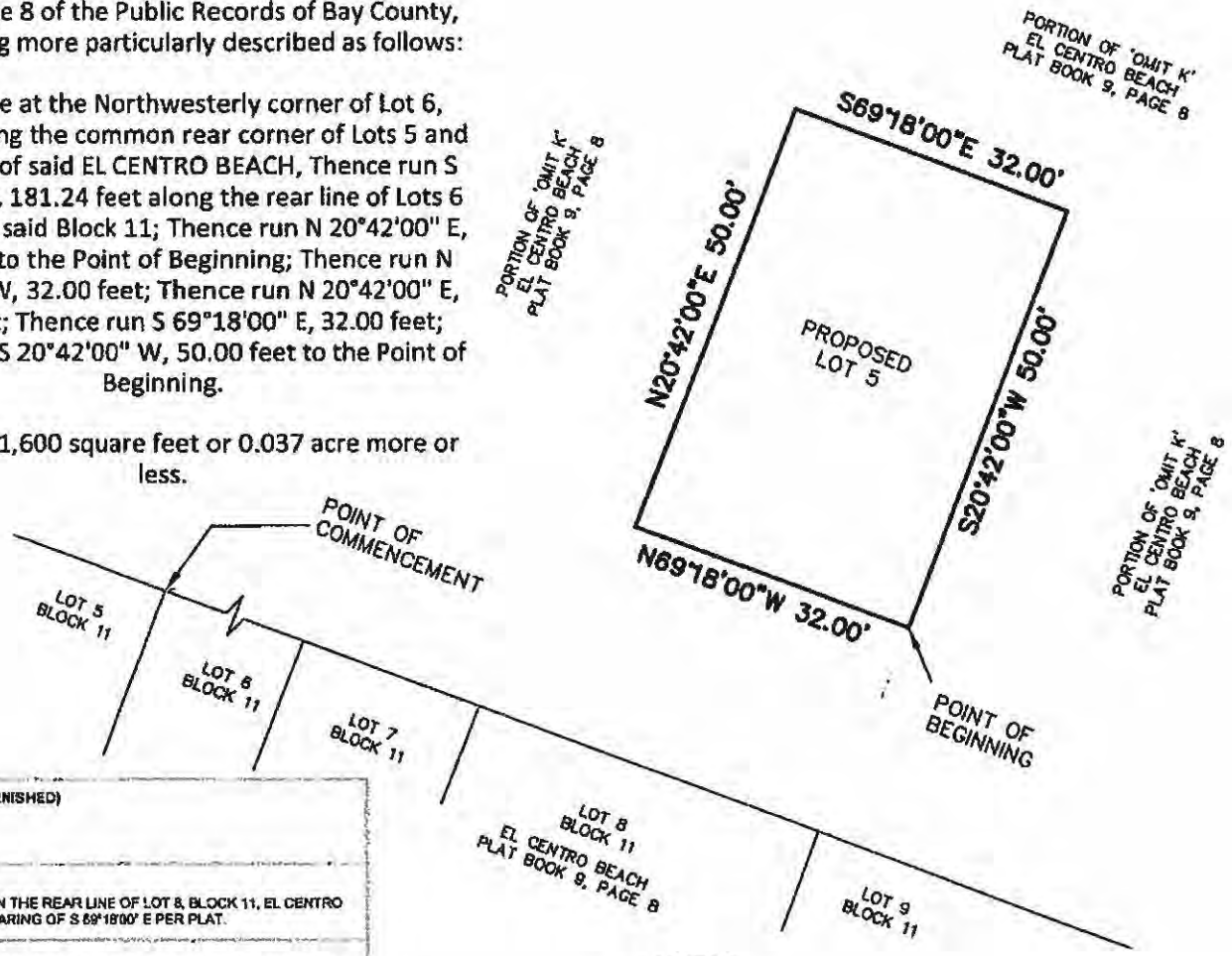
Legal Description

Proposed Lot 5:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 181.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 8, BLOCK 11, EL CENTRO BEACH WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES
1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
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- LEGEND
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 - Pg = Page
 - FND = Found
 - ID = Identification
 - LB = Licensed Business
 - LS = Licensed Surveyor



JOB #: VLSR17-19856 (Lot5)
CLIENT #:
DRAFTER: BT
APPROVED: JEV

LB 7788



9415 Pennsylvania Ave, Winter Park, FL 32789 | 888) 399-8474

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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Sketch and Description

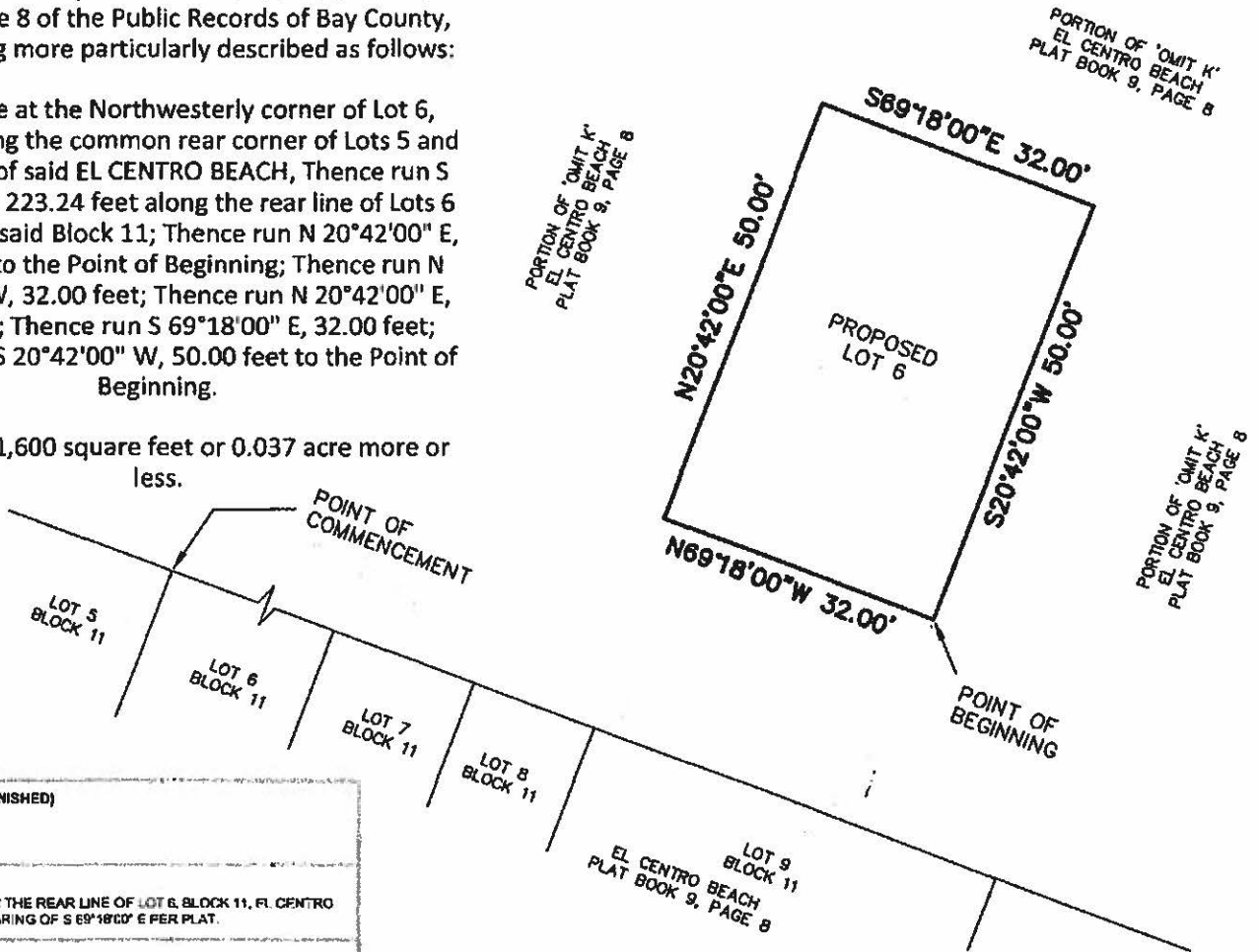
Legal Description

Proposed Lot 6:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 223.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BioScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

- PB = Plat Book
- Pg = Page
- FND = Found
- ID = Identification
- LB = Licensed Business
- LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot6)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS

DATED: 03-21-17

PROFESSIONAL LAND SURVEYOR

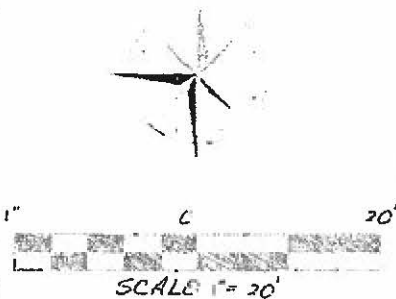
FLORIDA REGISTRATION #8573

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	REVISION	DATE	REVISION
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9415 Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474



Sketch and Description

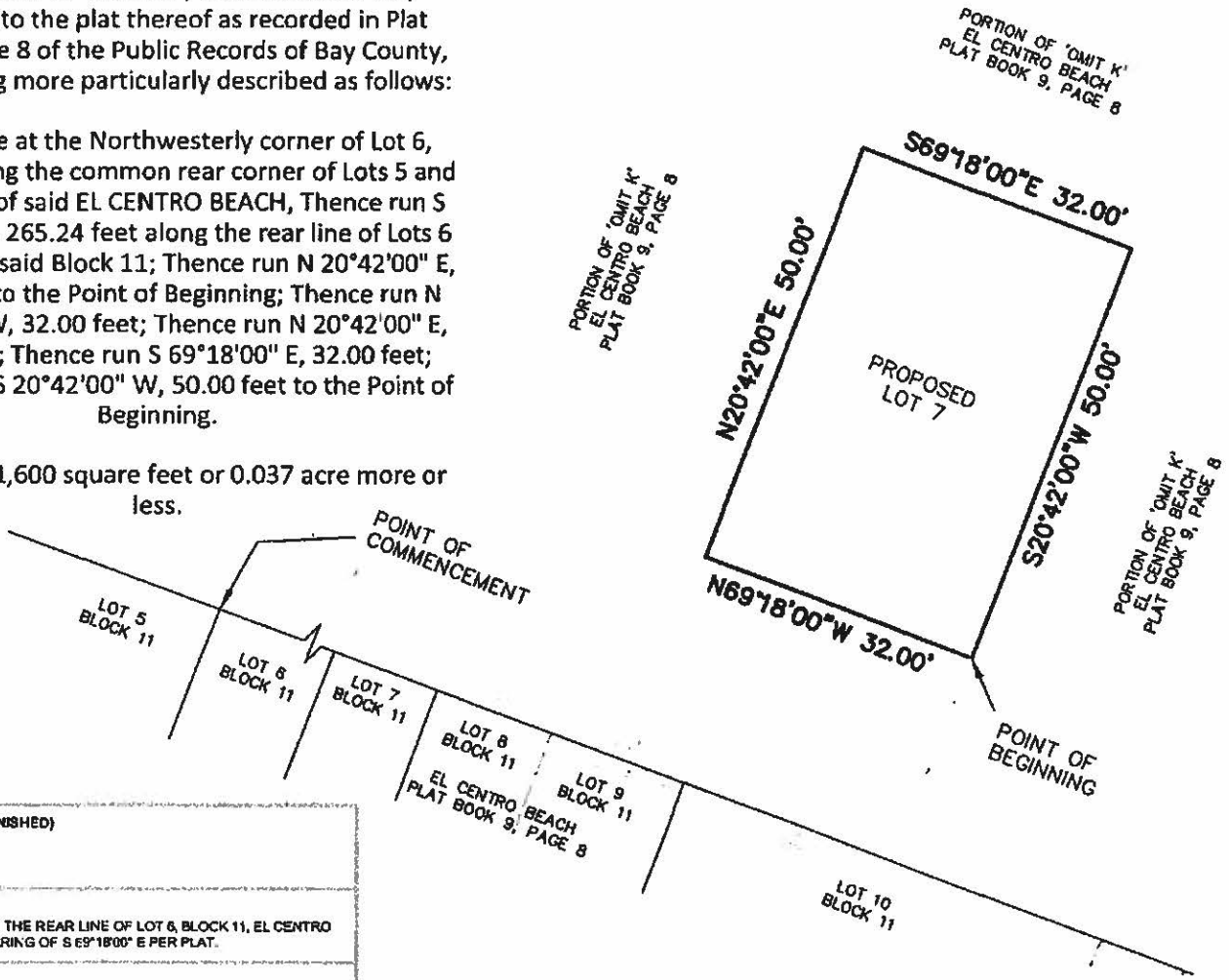
Legal Description

Proposed Lot 7:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 265.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

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- ID = Identification
- LB = Licensed Business
- LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot7)

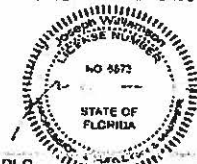
CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamsca, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION



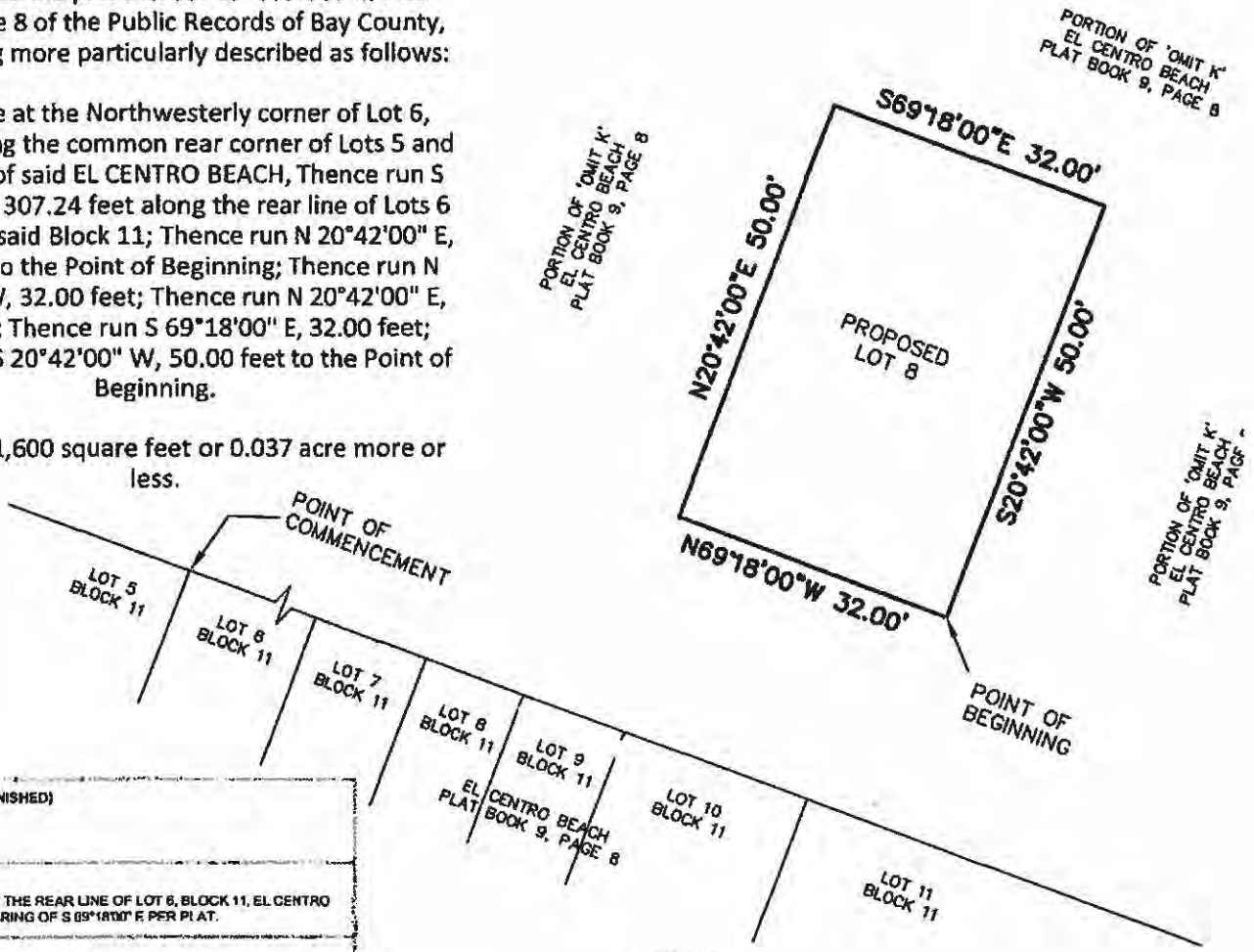
Legal Description

Proposed Lot 8:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 307.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 09°18'00" E PER PLAT.

NOTES

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- LS = Licensed Surveyor

JOB #: VLSR17-19856 (Lot8)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03/21/17

DATE	REVISION	DATE	REVISION
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Sketch and Description

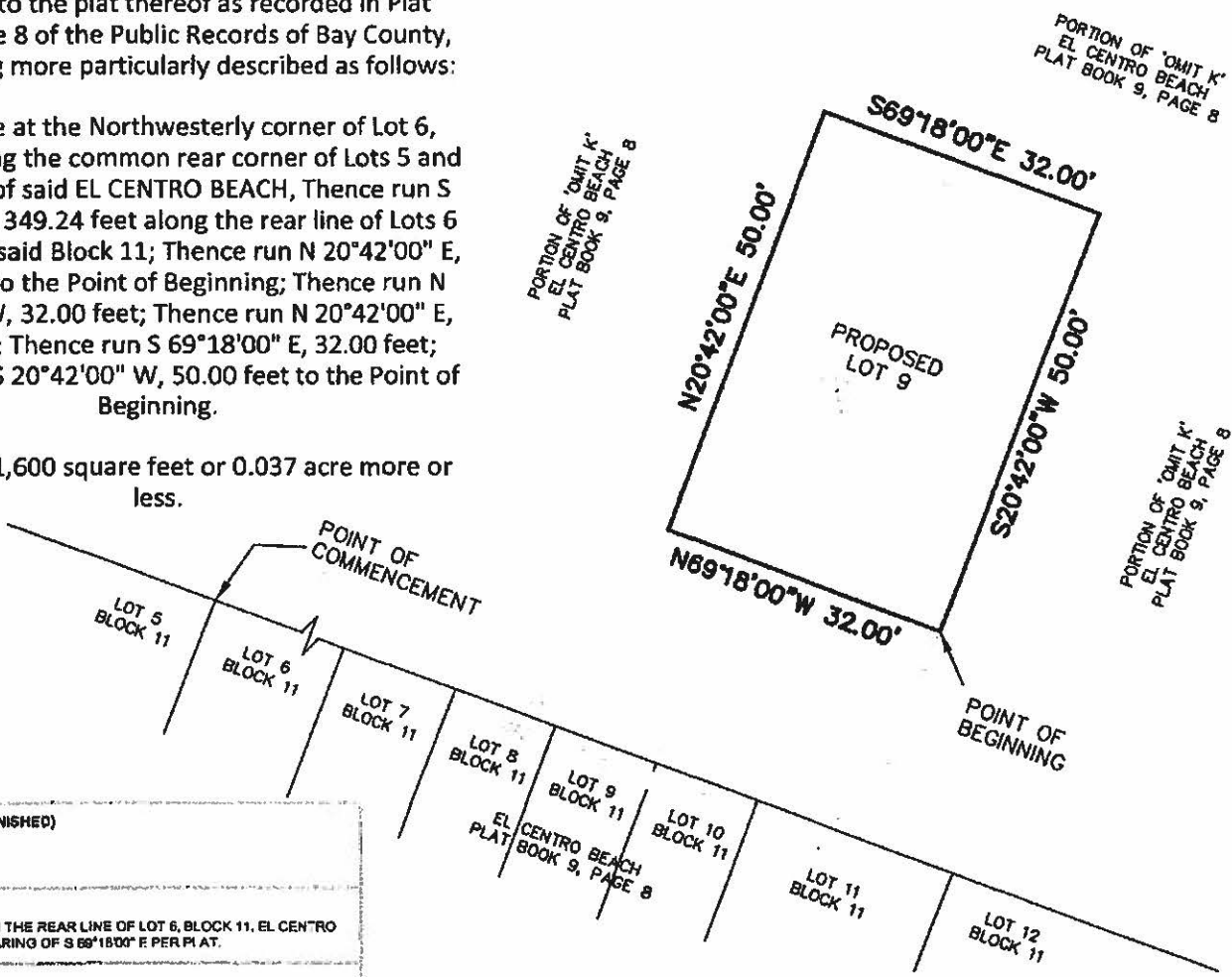
Legal Description

Proposed Lot 9:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 349.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
Bl: Scape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES
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 - LB = Licensed Business
 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot9)

CLIENT #:

DRAFTER: JT

APPROVED: JEW

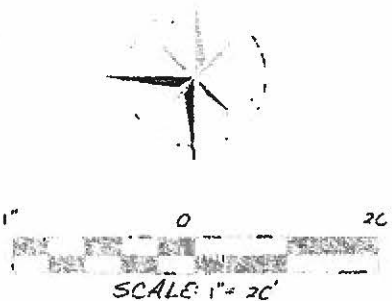
L8 7788

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS DATED: 03-21-17
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

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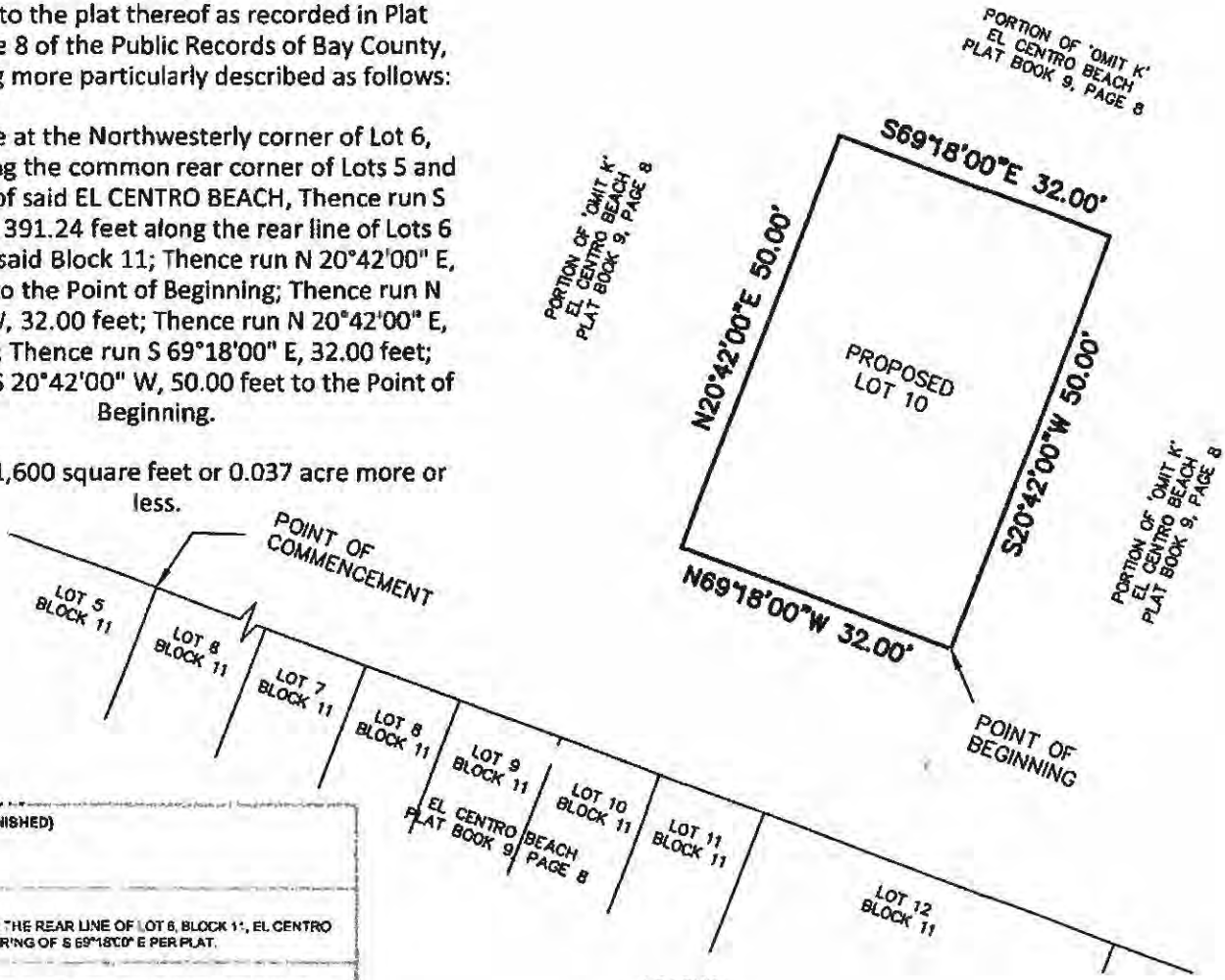
Legal Description

Proposed Lot 10:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 391.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO (AS FURNISHED)
 BuScape Homes

BASIS OF BEARING
 BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

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 ID = Identification
 LB = Licensed Business
 LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot10)
 CLIENT #:
 DRAFTER: BT
 APPROVED: JEW

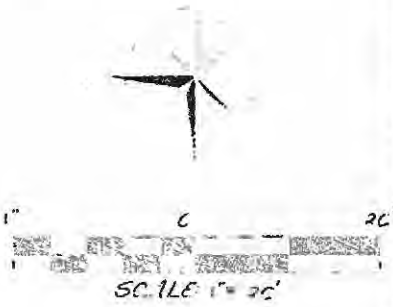
SURVEYOR'S CERTIFICATE
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Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #8573
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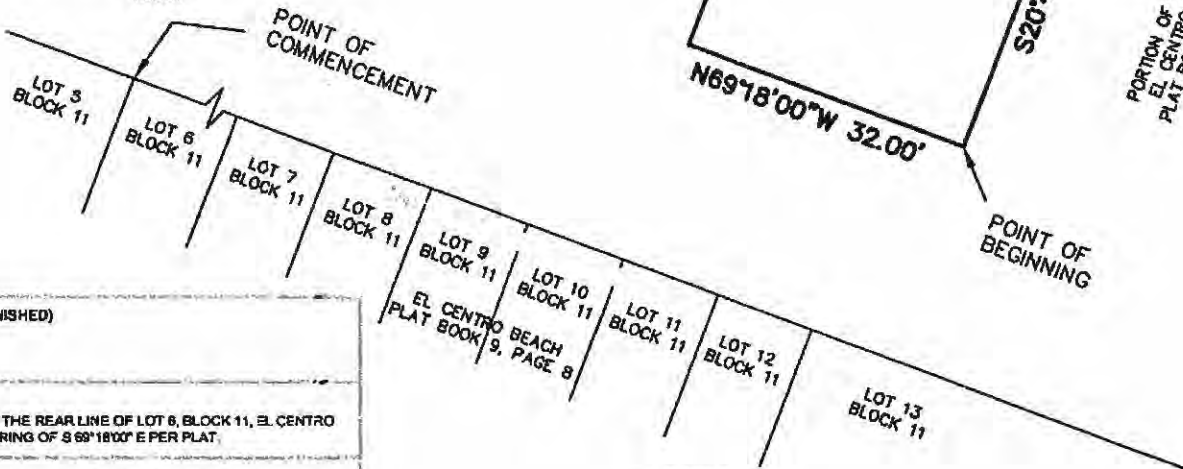
Legal Description

Proposed Lot 11:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 433.24 feet along the rear line of Lots 6 through 13, said Block 11; Thence run N 20°42'00" E, 25.00 feet to the Point of Beginning; Thence run N 69°18'00" W, 32.00 feet; Thence run N 20°42'00" E, 50.00 feet; Thence run S 69°18'00" E, 32.00 feet; Thence run S 20°42'00" W, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES
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- LEGEND
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 - Pg = Page
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 - LB = Licensed Business
 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (Lot 11)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS

DATED: 03-21-17

PROFESSIONAL LAND SURVEYOR

FLORIDA REGISTRATION #8573

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	REVISION	DATE	REVISION
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9415 Pennsylvania Ave, Winter Park, FL 32789 | 886.399.8474



Legal Description

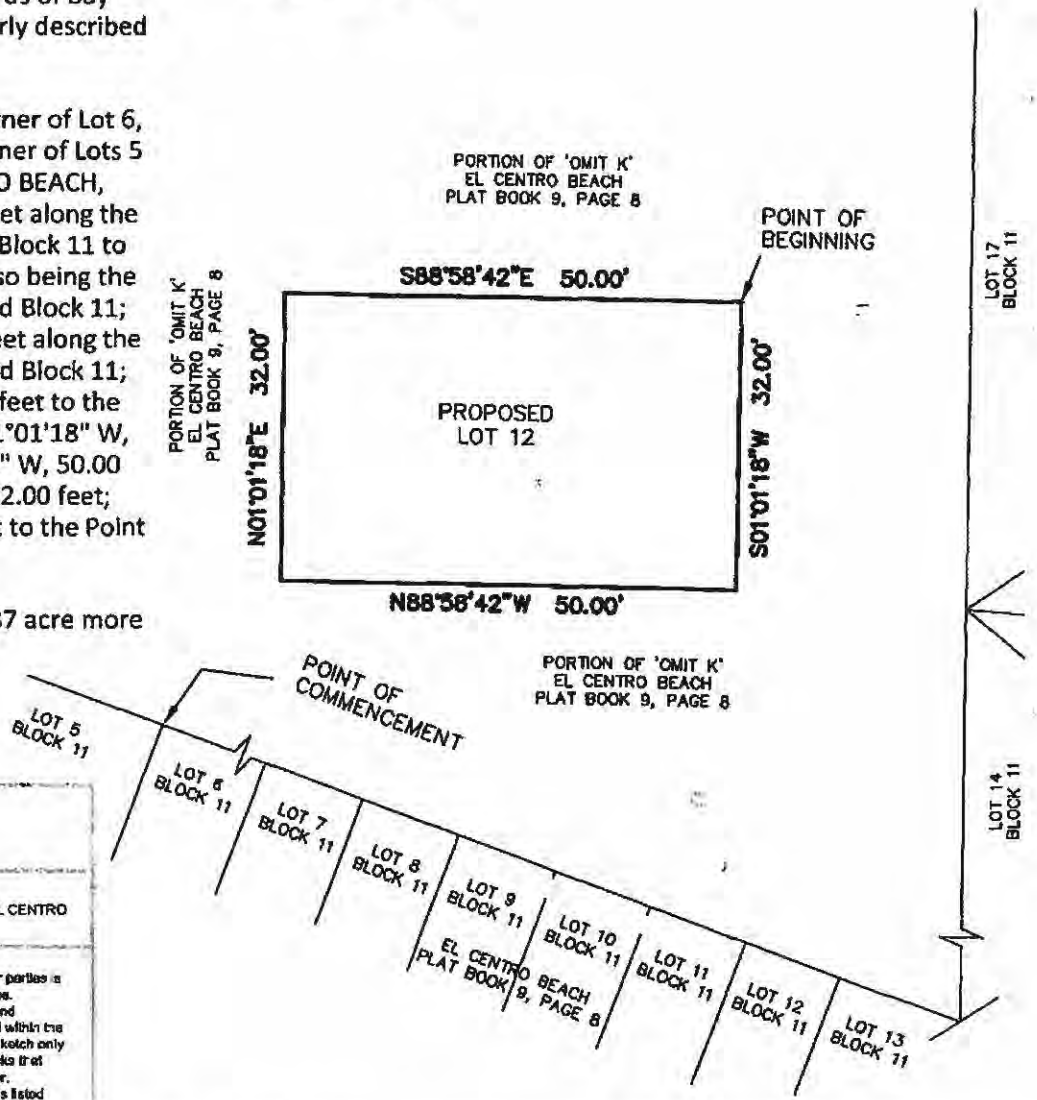
Proposed Lot 12:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 191.49 feet along the Westerly line of Lots 14 and 17, said Block 11; Thence run N 88°58'42" W, 25.00 feet to the Point of Beginning; Thence run S 01°01'18" W, 32.00 feet; Thence run N 88°58'42" W, 50.00 feet; Thence run N 01°01'18" E, 32.00 feet; Thence run S 88°58'42" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

- LEGEND**
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 LB = Licensed Business
 LS = Licensed Surveyor



CERTIFIED TO: (AS FURNISHED)
 BluScape Homes

BASIS OF BEARING
 BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES**
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JOB #: VLSR17-19856 (.0112)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #6573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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VISIONLAND

941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474

SCALE: 1" = 20'

Legal Description

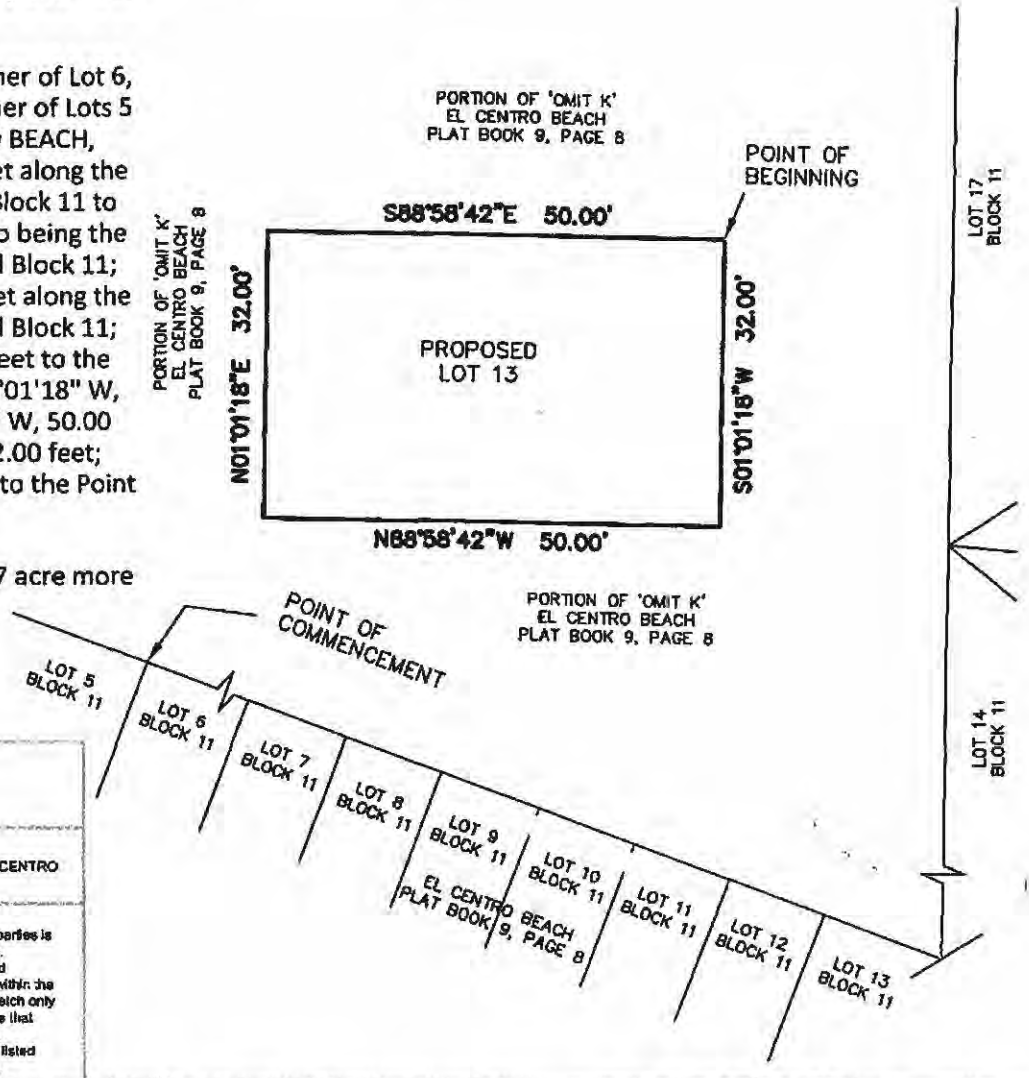
Proposed Lot 13:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 233.49 feet along the Westerly line of Lots 14 and 17, said Block 11; Thence run N 88°58'42" W, 25.00 feet to the Point of Beginning; Thence run S 01°01'18" W, 32.00 feet; Thence run N 88°58'42" W, 50.00 feet; Thence run N 01°01'18" E, 32.00 feet; Thence run S 88°58'42" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

LEGEND
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 FND = Found
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 LB = Licensed Business
 LS = Licensed Surveyor



CERTIFIED TO: (AS FURNISHED)
 BluScape Homes

BASIS OF BEARING
 BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES**
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JOB #: VLSM17-19856 (Lot13)
 CLIENT #:
 DRAFTER: BT
 APPROVED: JEW
 LB 7788

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #6573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17



DATE	REVISION	DATE	REVISION
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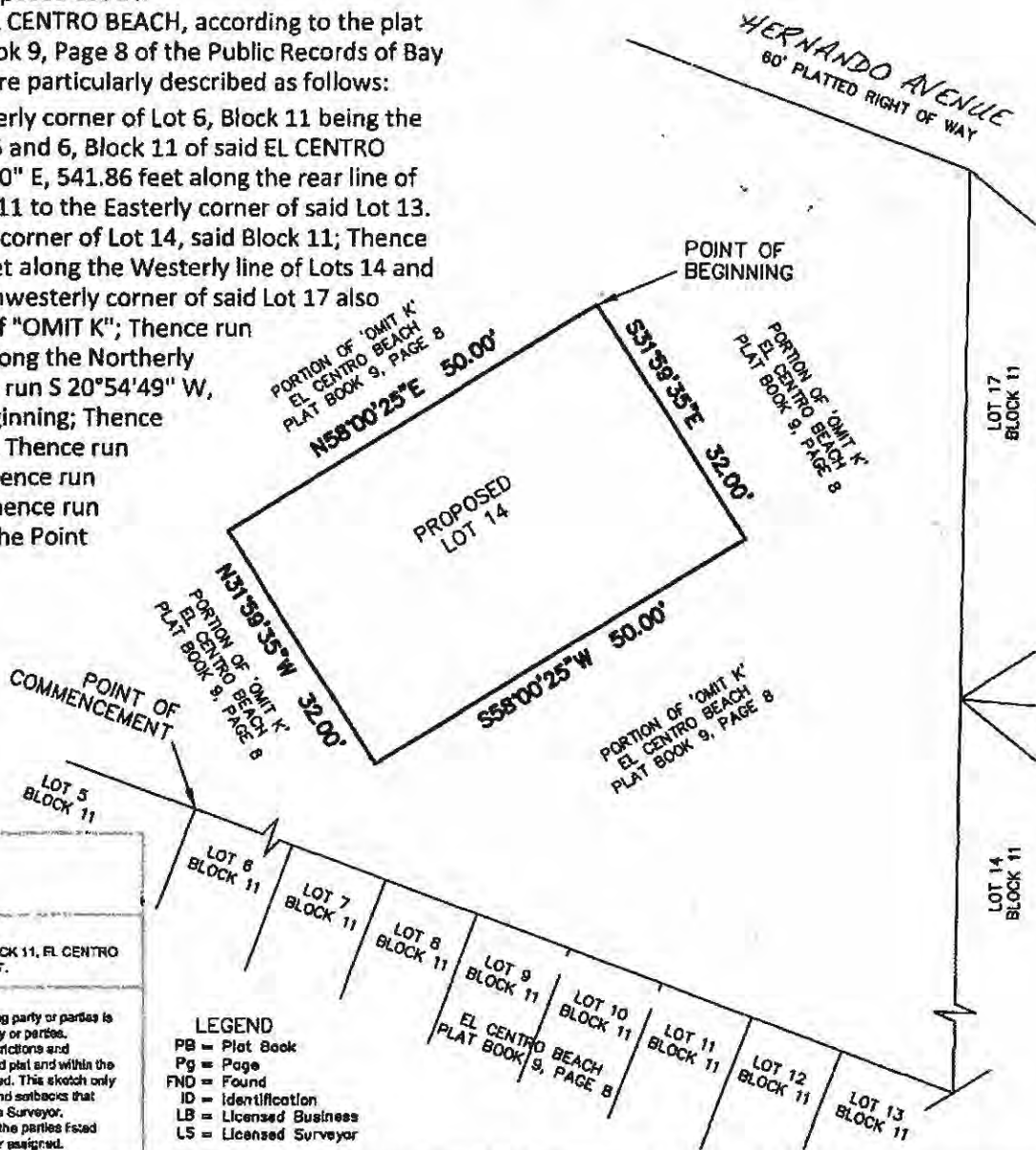
Legal Description

Proposed Lot 14:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13. also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwesterly corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 34.27 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 30.00 feet to the Point of Beginning; Thence run S 31°59'35" E, 32.00 feet; Thence run S 58°00'25" W, 50.00 feet; Thence run N 31°59'35" W, 32.00 feet; Thence run N 58°00'25" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BioScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of this county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
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LEGEND
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 LS = Licensed Surveyor

JOB #: VLSR17-19856 (of 14)
 CLIENT #:
 DRAFTER: BT
 APPROVED: JEW

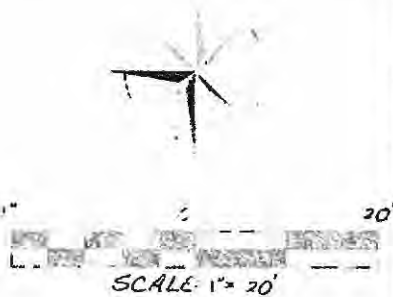
LB 7788

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #6573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER
 DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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Legal Description

Proposed Lot 15:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwesterly corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 113.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

- PB = Plat Book
- Pg = Page
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- ID = Identification
- LB = Licensed Business
- LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot15)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS

DATED: 03-21-17

PROFESSIONAL LAND SURVEYOR

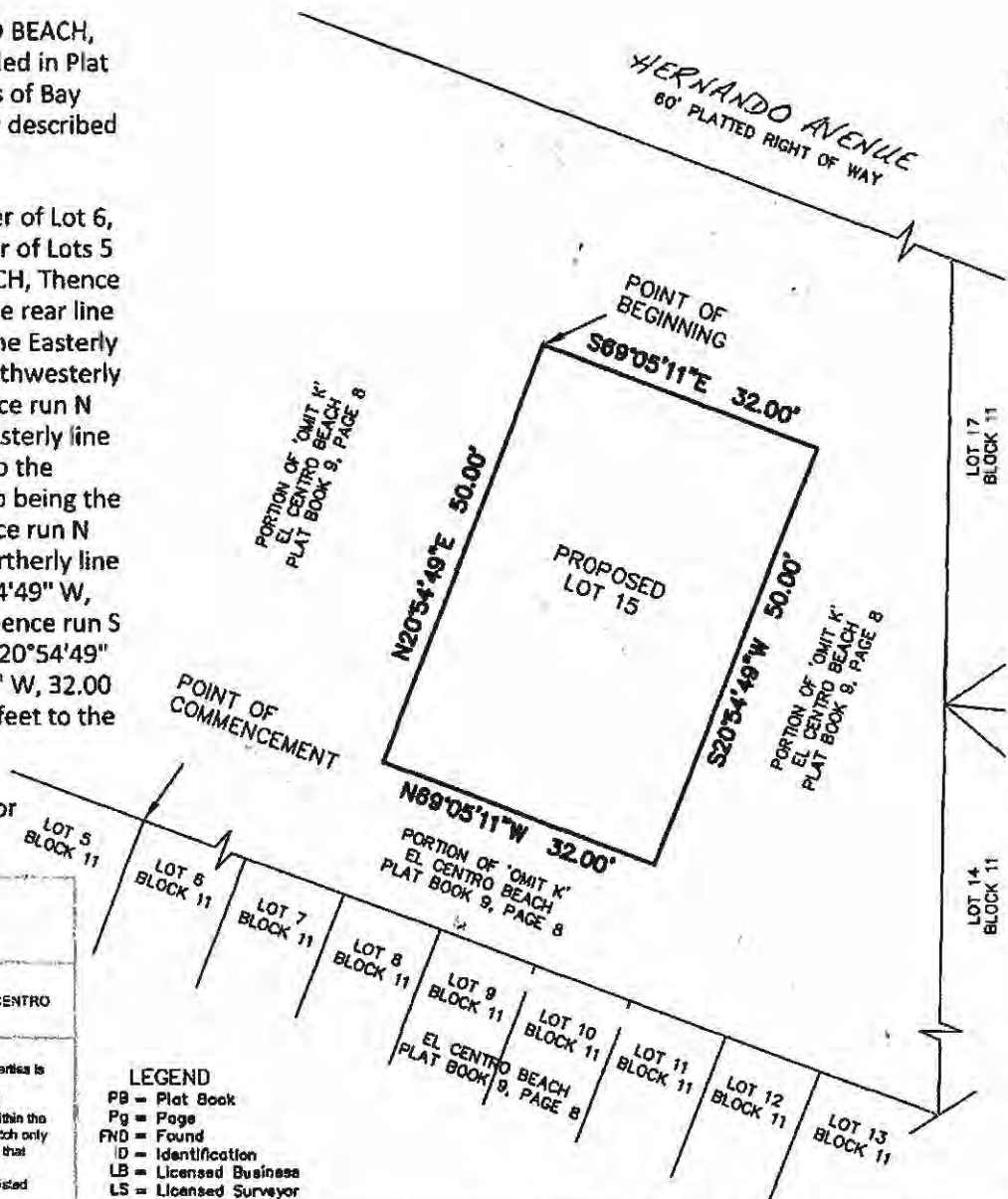
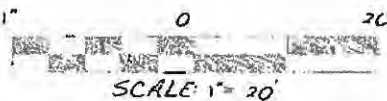
FLORIDA REGISTRATION #6573

NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATE REVISION DATE REVISION

VISIONLAND

9415 Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474



Legal Description

Proposed Lot 16:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwesterly corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 155.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
BuScape Homes

BASIS OF BEARING

BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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LEGEND

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- LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot 6)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, F

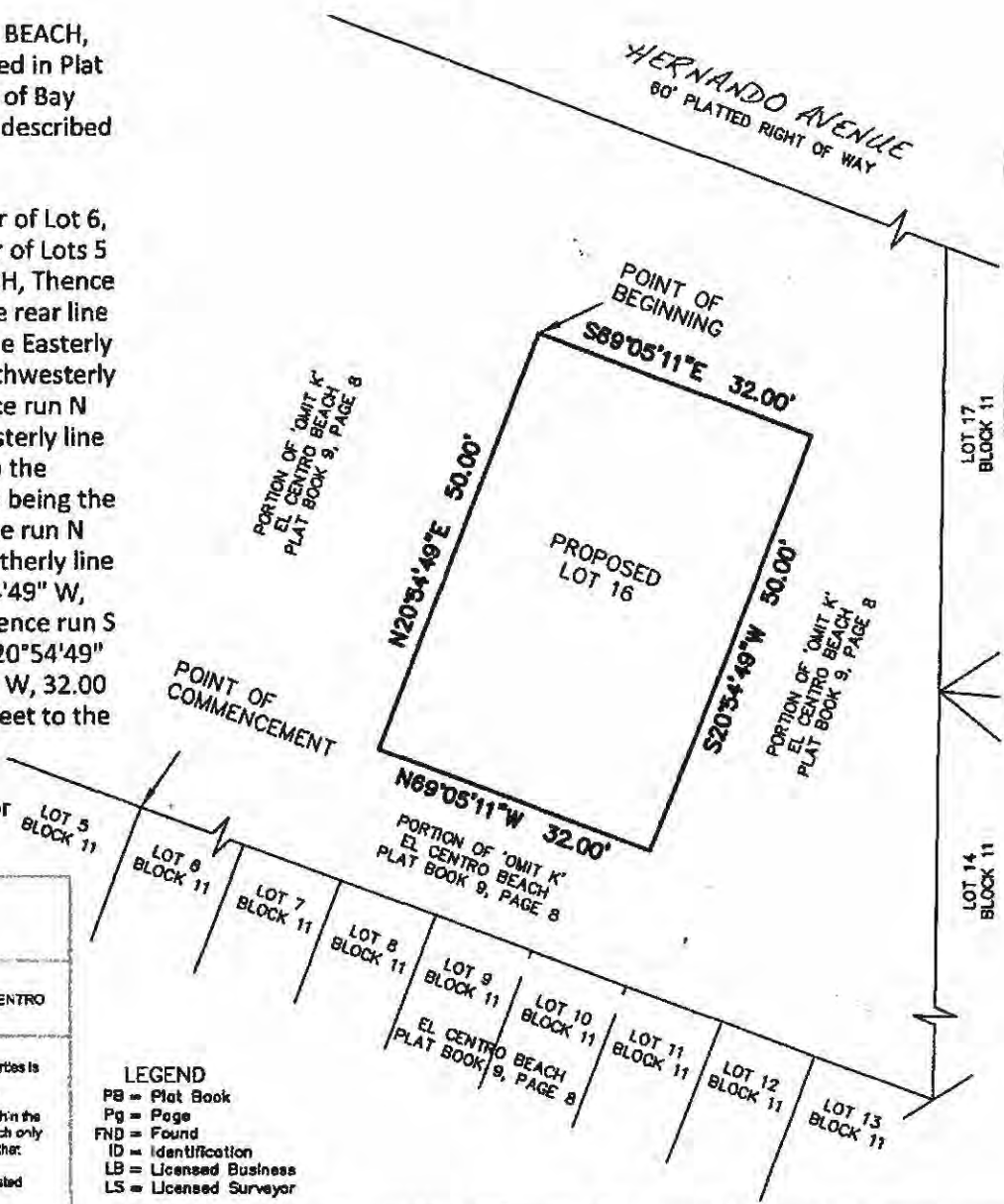
DATED: 03-21-17

PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATE REVISION DATE REVISION

VISION LAND

941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474



Legal Description

Proposed Lot 17:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 197.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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- LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot17)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE

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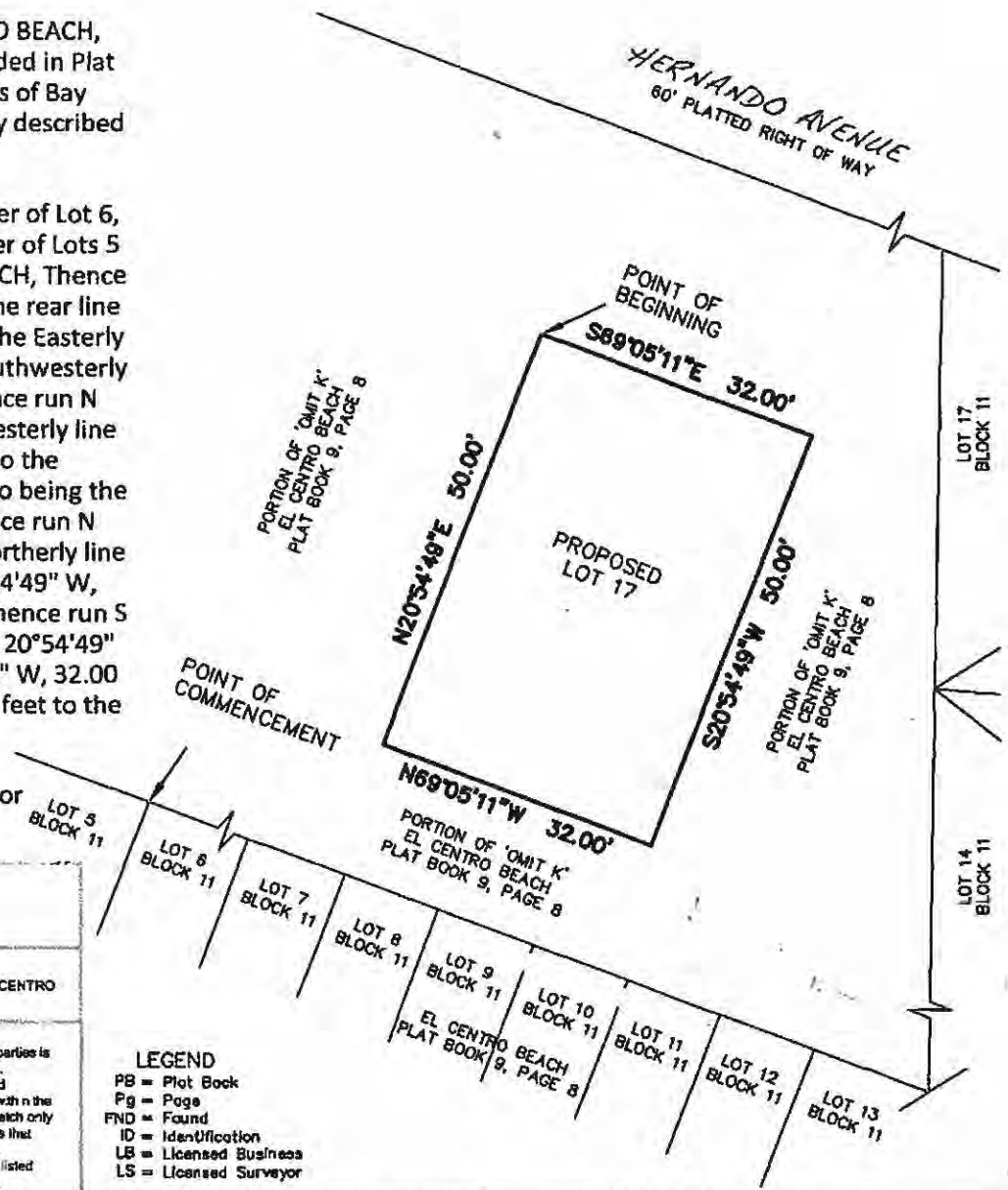
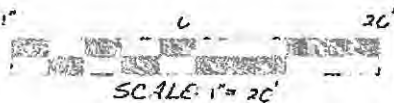
Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE REVISION DATE REVISION

VISIONLAND

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Legal Description

Proposed Lot 18:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 239.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
BluScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

NOTES

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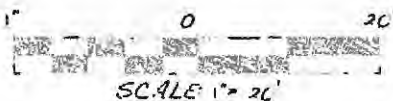
JOB #: VLSR17-19256 (Lot 18)

CLIENT #:

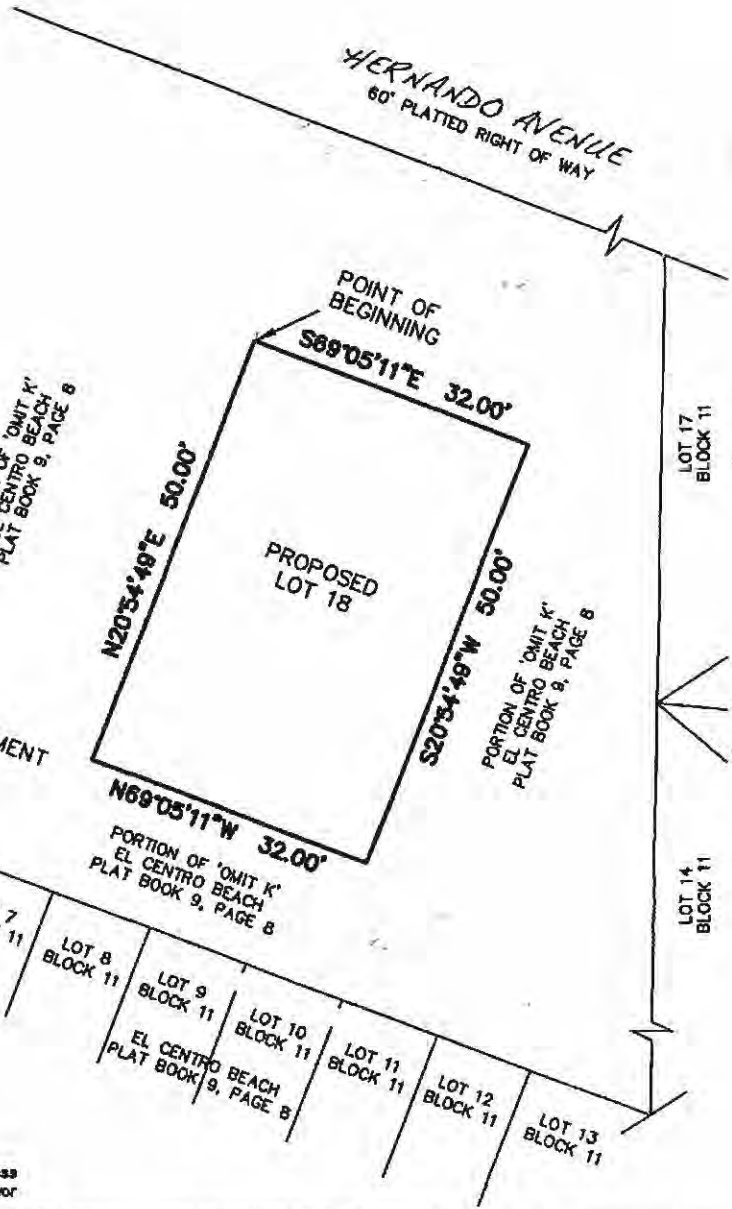
DRAFTER: BT

APPROVED: JEW

LB 7788



941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #8573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE REVISION DATE REVISION

Legal Description

Proposed Lot 19:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 281.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
BlueScan Forms

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT

- NOTES**
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 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot 19)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

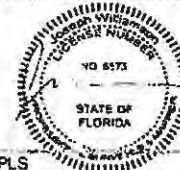
LB 7788



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SURVEYOR'S CERTIFICATE

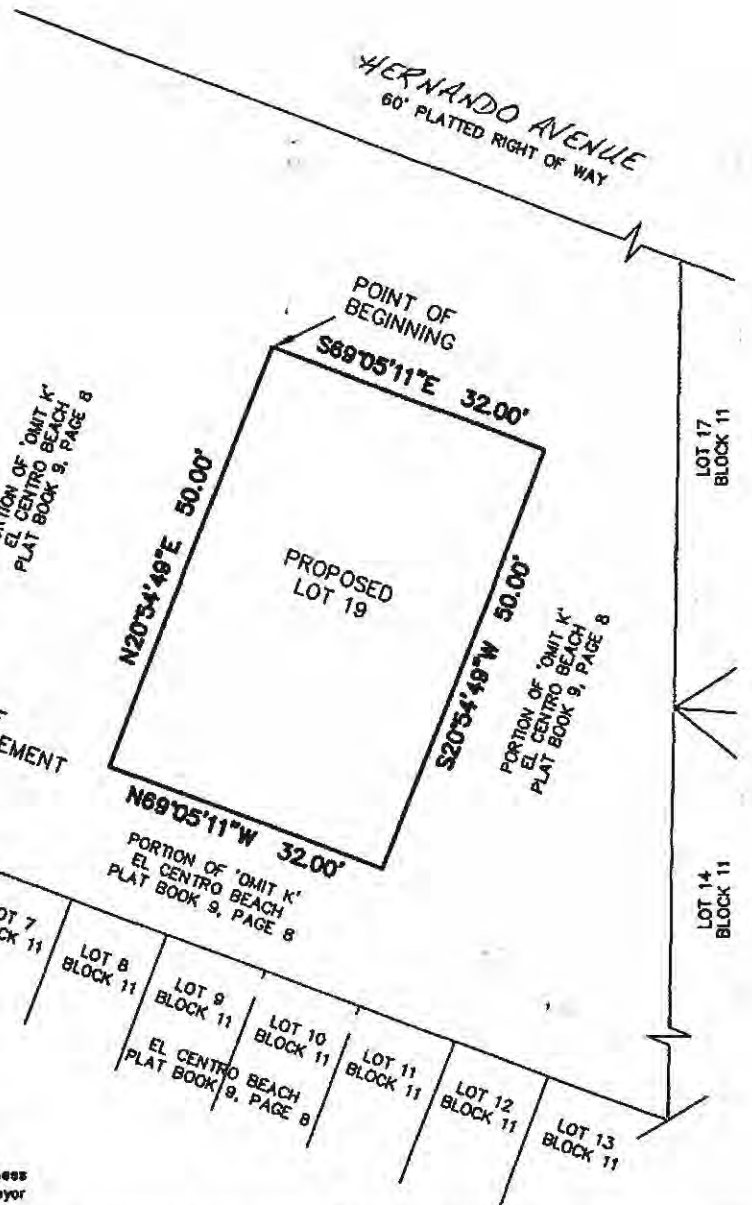
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE REVISION DATE REVISION



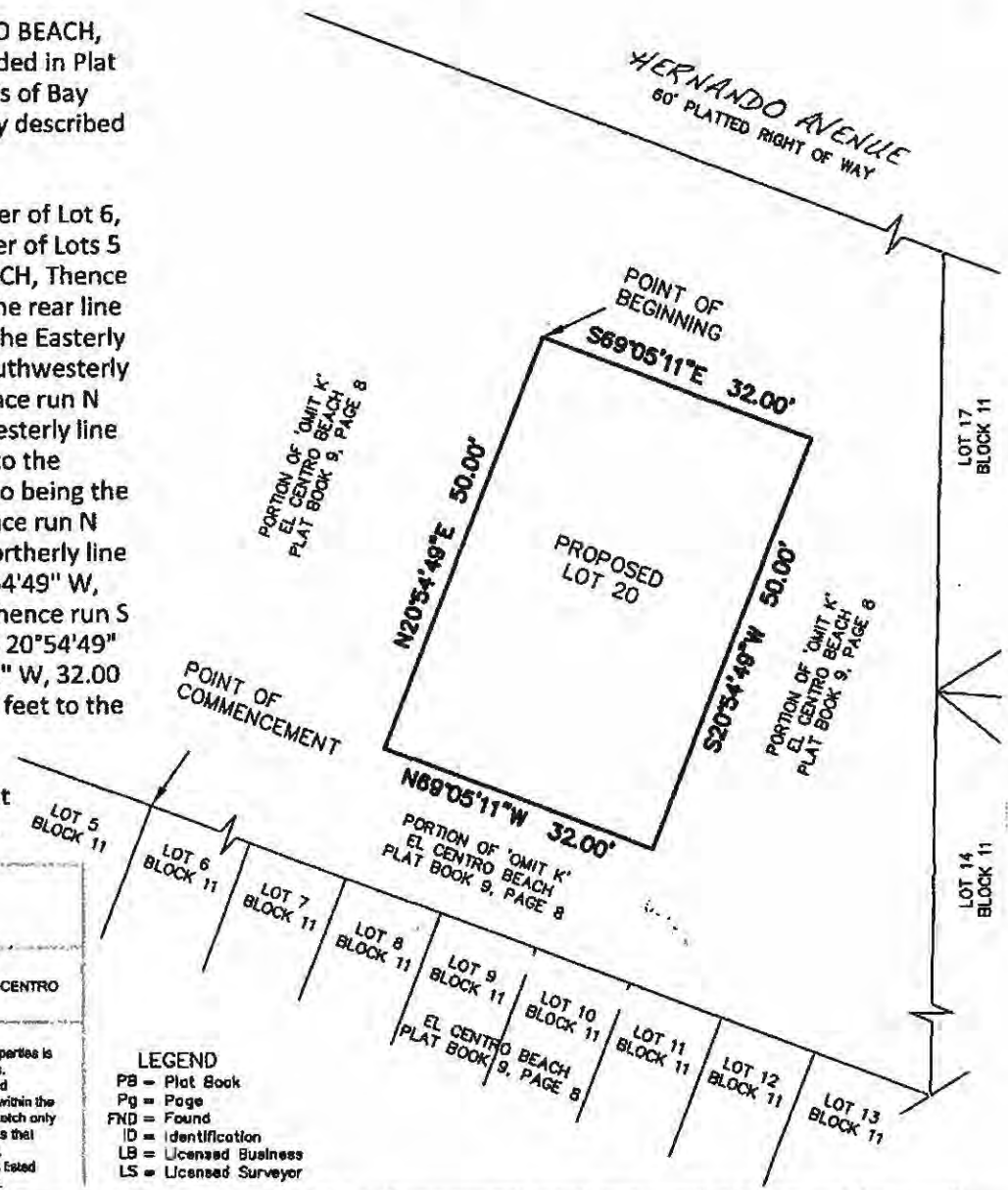
Legal Description

Proposed Lot 20:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwesterly corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwesterly corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 323.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.



CERTIFIED TO: (AS FURNISHED)
BuScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 6, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT.

- NOTES**
1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
 2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

- LEGEND**
- PB = Plat Book
 - Pg = Page
 - FND = Found
 - ID = Identification
 - LB = Licensed Business
 - LS = Licensed Surveyor

JOB #: VLSR17-19856 (lot20)
CLIENT #:
DRAFTER: BT
APPROVED: JEW

LB 7788

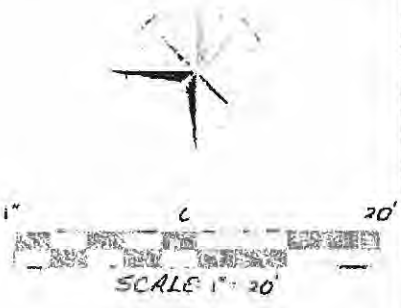
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Joseph E. Williamson, PLS
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION #6573
NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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Legal Description

Proposed Lot 21:

That portion of "OMIT K", EL CENTRO BEACH, according to the plat thereof as recorded in Plat Book 9, Page 8 of the Public Records of Bay County, Florida being more particularly described as follows:

Commence at the Northwestern corner of Lot 6, Block 11 being the common rear corner of Lots 5 and 6, Block 11 of said EL CENTRO BEACH, Thence run S 69°18'00" E, 541.86 feet along the rear line of Lots 6 through 13, said Block 11 to the Easterly corner of said Lot 13 also being the Southwesterly corner of Lot 14, said Block 11; Thence run N 01°01'18" E, 315.69 feet along the Westerly line of Lots 14 and 17, said Block 11 to the Northwestern corner of said Lot 17 also being the Northeast corner of "OMIT K"; Thence run N 69°05'11" W, 365.40 feet along the Northerly line of said "OMIT K"; Thence run S 20°54'49" W, 25.00 feet to the Point of Beginning; Thence run S 69°05'11" E, 32.00 feet; Thence run S 20°54'49" W, 50.00 feet; Thence run N 69°05'11" W, 32.00 feet; Thence run N 20°54'49" E, 50.00 feet to the Point of Beginning.

Containing 1,600 square feet or 0.037 acre more or less.

CERTIFIED TO: (AS FURNISHED)
EuScape Homes

BASIS OF BEARING
BEARINGS ARE BASED ON THE REAR LINE OF LOT 5, BLOCK 11, EL CENTRO BEACH, WHICH HAS A BEARING OF S 69°18'00" E PER PLAT

- NOTES**
1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
 2. The property shown herein is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

LEGEND
 PB = Plat Book
 Pg = Page
 FND = Found
 ID = Identification
 LB = Licensed Business
 LS = Licensed Surveyor

JOB #: VLSR17-19836 (lot21)

CLIENT #:

DRAFTER: BT

APPROVED: JEW

LB 7788

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION



Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #8573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER

DATED: 03-21-17

DATE	REVISION	DATE	REVISION
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541 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474

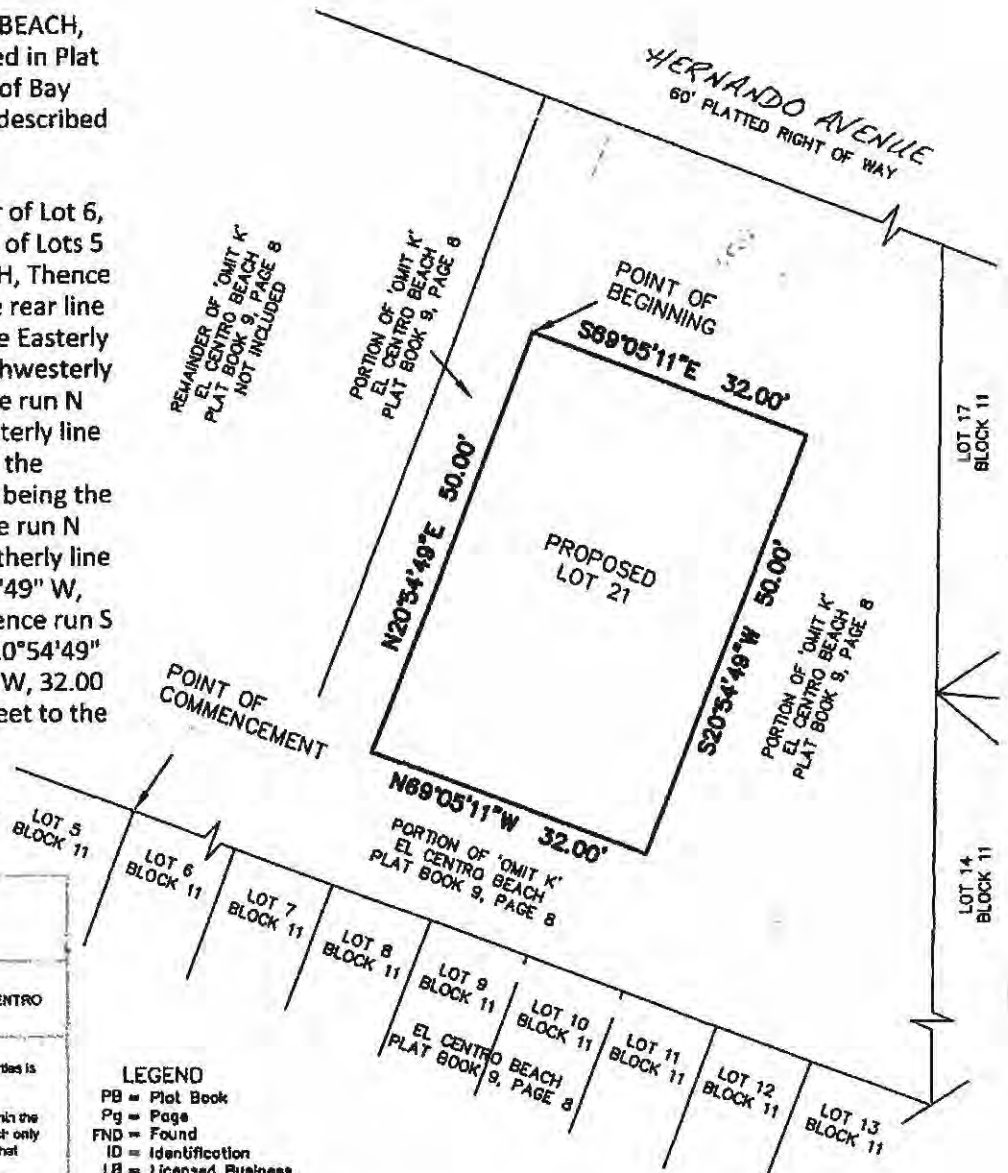


Exhibit "C"
Articles of Incorporation for Shorewalk Owners Association, Inc.

**ARTICLES OF INCORPORATION
OF
SHOREWALK OWNERS ASSOCIATION, INC.**

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, as amended, and does hereby certify:

**ARTICLE I
NAME**

The name of the corporation shall be **SHOREWALK OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II
PRINCIPAL OFFICE**

The principal street address and mailing address of the Association is:

12805 US HIGHWAY 98 EAST
BLDG S, SUITE 201
INLET BEACH, FL 32461

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION; DEFINITIONS**

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members, and the specific purposes for which it was formed are to provide for maintenance, preservation, and architectural control of lots and common areas within the residential development known as *Shorewalk* as the same becomes subject to the Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Bay County, Florida (the "Declaration"), and to promote the welfare of the Owners within the Properties and to:

- a) Meet for the purpose of ascertaining the purposes or activities or eliciting the desires in which its membership is interested.
- b) Provide for the election or appointment of representatives, directors, and officers, as provided in the Bylaws, for the purposes of directing, managing, organizing the Association's activities.
- c) Exercise all powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration as recorded in the public records of Bay County, Florida, and

as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

- d) Promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate any of the purposes, and to coordinate or manage all activities for which the Association is organized.
- e) Have and to exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the laws of the State of Florida may now or hereafter have or exercise unless otherwise limited by the Association's Declaration or Bylaws.
- f) Establish, collect, and disburse General and Special Assessments to be used for attainment of any of its purposes or functions or for the improvement, maintenance, facilitation, and upkeep of the Common Areas.
- g) Manage, control, operate, maintain, repair, and improve Common Areas, incorporeal interests, easements, berms, and drainage easements, drainage retention areas, ponds, etc. that are located within or nearby the Properties (including adjacent or contiguous property that becomes part of the Properties or to the extent specifically authorized by the Board of Directors) in a manner consistent with the requirements of governmental rules and regulations and to assist in the enforcement of the restrictions and covenants contained therein.
- h) Enforce covenants, conditions, or restrictions affecting the Properties (including adjacent or contiguous property that becomes part of the Properties or to the extent specifically authorized by the Board of Directors) to the extent the Association may be authorized to do so under any Declaration or Bylaws.
- i) Enter into, make, perform, or enforce contracts of every kind and description, and do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association or in association with any person, entity, or public or private entity or agency.
- j) Levy and collect adequate assessments against Association's members and lots for the cost of maintenance and operation of all activities, Common Areas as authorized by the Declaration, the Association's Members, or Board of Directors.

The definitions contained in the Declaration are incorporated herein by reference and made a part hereof.

ARTICLE IV BOARD OF DIRECTORS; MANNER OF ELECTION

- a) **Number and Qualification.** The Properties, business, and affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) directors appointed by the Declarant, unless and until the size of the Board is changed in the manner provided by the Bylaws. Directors, other than those representing the Declarant, must be Lot Owners, or if a Lot is owned by an entity, directors, other than those representing the Declarant, must own an equitable or beneficial interest in the Lot Owner.

- b) **Duties and Powers.** All of the duties and powers of the Association existing under Chapter 617, Florida Statutes, as amended, the Declaration, the Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Lot Owners when such approval is specifically required.
- c) **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.
- d) **Term of Class "B" Member's Directors.** The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- e) **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Name: Kathy Powers
 Address: 12805 U.S. Highway 98 East, Suite S210
 Inlet Beach, FL 32413

Name: Mohammed Chaudhry
 Address: 12805 U.S. Highway 98 East, Suite S210
 Inlet Beach, FL 32413

Name: Mughis Chaudhry
 Address: 12805 U.S. Highway 98 East, Suite S210
 Inlet Beach, FL 32413

**ARTICLE V
 OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated by the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of the officers, for filling vacancies, and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name: Kathy Powers, Secretary
 Address: 12805 U.S. Highway 98 East, Suite S210

Inlet Beach, FL 32413

Name: Mohammed Chaudhry, Vice President/Treasurer

Address: 12805 U.S. Highway 98 East, Suite S210
Inlet Beach, FL 32413

Name: Mughis Chaudhry, President

Address: 12805 U.S. Highway 98 East, Suite S210
Inlet Beach, FL 32413

**ARTICLE VI
AMENDMENTS**

Amendments to the Articles shall be proposed and adopted in the following manner:

- a) **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes, as amended. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- b) **Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, as amended.

**ARTICLE VII
MEMBERSHIP AND VOTING**

- a) **Mandatory Membership.** The Declarant, and every Owner as defined in the Declaration, must be a Member of the Association. Except for the Declarant, membership shall be appurtenant to and may not be separated from ownership of any Lot. All of the Association's Members agree to be bound by the terms and provisions of the Declaration, the Articles, and the Bylaws and operating procedures as may be promulgated by the Association from time to time.
- b) **Classes of Membership.** The Association shall have two (2) classes of membership: The Class "A" Members shall be the Lot Owners in the Association except for the Declarant, which shall be the sole Class "B" Member. At such time as the Declarant or any Declarant-Related Entity own less than five percent (5%) of the Lots proposed under the Master Plan, the Class "B" membership shall terminate, and the Declarant shall become a Class "A" Member entitled to Class "A" votes for each Lot which it owns.
- c) **Voting Rights.** The voting rights in the Association shall be as follows:

- i) Each Class "A" Member shall have one (1) equal vote for each Lot in which he, she, or it holds the interest required for membership as provided in the Declaration; provided, there shall be only one vote per Lot.
- ii) The voting rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under the Declaration, the Bylaws and these Articles, are specified in the relevant sections of the Declaration, the Bylaws and these Articles.
- iii) In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent. In addition, no vote shall be exercised for any property which is exempt from assessment.

**ARTICLE VIII
REGISTERED AGENT**

The name and Florida street address of the Association's registered agent is:

Brandon Burg
Burg Law Firm, P.A.
22623 Panama City Beach Parkway, Suite 5
Panama City Beach, FL 32413

**ARTICLE IX
INCORPORATOR**

The name and address of the incorporator is:

Brandon Burg
Burg Law Firm, P.A.
22623 Panama City Beach Parkway, Suite 5
Panama City Beach, FL 32413

**ARTICLE X
DURATION**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law. In the event the Association is dissolved, and to the extent that responsibility for any surface water management system is the responsibility of the Association, then the properties consisting of such surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar not for profit organization.

**ARTICLE XI
BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall and does hereby indemnify and hold harmless the Declarant, every officer, every Director, and every ARB member and committee member, their heirs, executors, and administrators against all damages, liabilities, and expenses, including reasonable attorneys' fees, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he, she, or it may be a party by reason of being the Declarant, or having been an officer, director, ARB member, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under the Declaration, these Articles, and Florida law.

The officers, directors, ARB members, and committee members shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual, willful misfeasance, malfeasance, willful misconduct, or bad faith. The officers and directors, ARB members, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors, ARB members, or committee members may also be a member of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member, or committee member may be entitled.

The Association shall also indemnify and forever hold harmless the Declarant to the extent that any officer, director, or employee of the Declarant serves as an officer, director, or committee member of the Association and the Declarant incurs any damages or expenses, including attorneys' fees, in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) by reason of having its officers, directors, or employees serve as officers, directors, or committee members of the Association, except that such obligation to indemnify shall be limited to those actions for which liability is limited under the Declaration, these Articles, and Florida law. This right to indemnification shall not be exclusive of any other rights to which the Declarant may be entitled.

IN WITNESS WHEREOF, the Incorporator has affixed its signature this 26 day of April, 2017.

SHOREWALK OWNERS ASSOCIATION, INC.

By: Mughis Chaudhry
Mughis Chaudhry
Its: President

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 607.0501 and 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida:

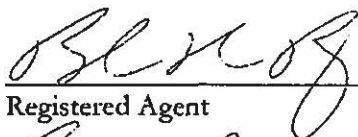
The name of the corporation is:

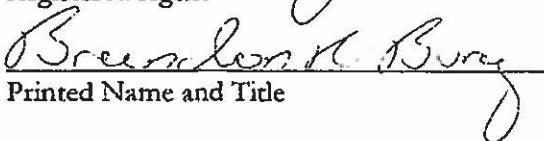
SHOREWALK OWNERS ASSOCIATION, INC.

The name and address of the registered agent and office is:

Brandon R. Burg, Esquire
Burg Law Firm, P.A.
22623 Panama City Beach Parkway, Suite 5
Panama City Beach, FL 32413

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIATIONS OF MY POSITION AS REGISTERED AGENT.



Registered Agent


Printed Name and Title

Exhibit "D"
Bylaws for Shorewalk Owners Association, Inc.

BYLAWS
OF
SHOREWALK OWNERS ASSOCIATION, INC.

I. DEFINITIONS

All capitalized terms not defined herein and which are defined in the Declaration of Covenants and Restrictions for Shorewalk ("Declaration") to which these Bylaws are attached or in the Articles of Incorporation (the "Articles") of the Shorewalk Owners Association, Inc. (the "Association") shall have the same meanings as such terms are defined in the Declaration and Articles. These Bylaws of the Association shall be referred to herein as the "Bylaws".

II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be at 12805 Hwy 98 E, Suite S201, Inlet Beach, FL 32461 or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS

A. The Owners and the Developer, as long as it owns any Property subject to the terms of the Declaration, shall be Members of the Association as provided in the Articles and Declaration, and shall have the voting rights as set forth in the Articles and Declaration, provided that any person or entity who holds any interest in a Parcel only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and may result in the suspension of voting privileges during any period of such non-payment as provided by Florida law.

IV. BOARD OF DIRECTORS AND ELECTION OF DIRECTORS

A. A Board of Directors ("Board") consisting of three (3) Directors shall govern the affairs of the Association. In order to be eligible to serve as a Director a person must be an Owner.

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor has been elected or appointed, and qualified.

C. Any Director elected by the Members may be recalled by concurrence of a majority of the votes of the Members at a special meeting of Members called for that purpose.

D. Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or Officer as an employee

of the Association so long as such engagement is disclosed and approved as provided by Florida law. Directors and Officers shall be compensated for actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties. Such compensation and/or reimbursement must be approved by the Board.

E. Any Director or Officer may resign his or her post at any time by written resignation delivered to the Secretary which shall take effect upon receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date stated unless withdrawn prior thereto. The acceptance of resignation shall not be required to make it effective. The conveyance of all interest in a Parcel owned by any Director or Officer (other than appointees of the Developer) shall constitute a written resignation of such person from the office of Director or Officer.

F. Elections to the Board may be made on written ballots or proxies, as determined by the Board. If the election is to take place by written ballots, the board must approve this procedure at least 60 days prior to the annual meeting/election. If such approval is not made by such time, the election must be conducted by proxy. Furthermore, each election may be conducted by only one means of voting (i.e. either written ballot or proxy, but not both means of voting in the same election). If the election is to be conducted by written ballot, such ballots are to be mailed to the Members not less than fifteen (15) days prior to the date for the annual meeting. The ballots shall (i) describe the vacancies to be filled, (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles.

G. In order for an election of Directors of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than twenty percent (20%) of the Members.

H. The members of the Board elected or appointed in accordance with the procedures set forth in the Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

I. Irrespective of Section A above, during the Development Period, the Declarant may nominate or appoint (as applicable) anyone to serve as a Director, including non-owners.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- A. The Board shall have power:
 - 1. To call meetings of the Members.
 - 2. To appoint and remove at its pleasure all officers, agents, and employees of the Association; to prescribe their duties and fix their compensation.
 - 3. To establish, levy, and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Area or any portion thereof, the personal conduct of the Members and their guests thereon, and the use of Parcels as determined by the board to be in furtherance of the Association's objectives as stated herein and as provided by Florida law.
 5. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations including, without limitation, contracts of insurance insuring Common Area or other Association property.
 6. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as required by Florida law.
 7. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association; including without limitation, the administration of any provisions for the imposition of fines contained therein.
 8. To purchase, lease, or otherwise acquire Parcels or other property in the name of the Association or its designee.
 9. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association by the Declaration, the Articles or Bylaws, except those reserved to Members in the Declaration or the Articles.
 10. To contract with a manager or management company for the management and maintenance of the Common Area and other Association properties to carry out such other duties as the Board may, and delegate to such manager such authority as is necessary in order for it to carry out all of its duties.
 11. To conduct any other business and make any other decisions necessary and proper to manage the affairs of the Association as determined in the business judgment of the board and as provided in Chapter 617 and Chapter 720, Florida Statutes, and which are not otherwise expressly limited herein.
- B. It shall be the duty of the Board:
1. To cause to be kept a complete record of all its acts and corporate affairs.
 2. To supervise all officers, agents, and employees of the Association to insure that their duties are properly performed.
 3. With reference to the assessments of the Association: 1) to fix the amount

of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period; and 2) to prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

4. To maintain the official records of the Association, which include those items specified in Florida Statutes 720.303(4).
5. To prepare from time to time, and at least annually, a budget for the Association which shall detail all accounts and items of expense the Board finds to be appropriate, determine the amount of assessments payable by the Owners to meet the expenses of the Association, allocate and assess such expenses among the Members in accordance with the provisions of the Declaration.

VI. DIRECTORS' MEETINGS

A. Regular meetings of the Board shall be held at such time, date, and frequency as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than two (2) days notice to each Director.

C. Meetings of the Board shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board during which assessments or special assessments are to be established or considered, shall specifically contain a statement that the assessments or special assessments shall be considered and a statement of the nature of such assessments. Additionally, notice of any such meeting regarding assessments or special assessments must be provided to all owners by mail at least fourteen (14) days prior to the meeting.

D. The transaction of any business at any meeting of the Board, 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 waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

E. A majority of the Board shall constitute a quorum to transact business at any regularly called meeting of the Board and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

F. After proper notice, a meeting of the Board may be held with some or all of the Directors participating telephonically or by video-phone hookup. The provisions relating to quorum set forth in these Bylaws must be adhered to. Provisions should be made for Members who wish to

attend in any telephonically held Board meeting.

G. Board action may be taken by waivers and consents being executed by a majority of the Board as to any issues which would regularly come before the Board, except that the annual meeting of the Board may not be held by waiver and consent, nor may any meeting at which assessments are considered be held by waiver and consent.

H. If at any regularly called Meeting of the Board, there is less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting of an adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

I. The presiding officer at Board meetings shall be the President, who may however designate any other person to preside.

J. If a quorum has been attained, the order of business at a Board meeting shall be:

- 1. Proof of due notice of meeting
- 2. Reading of and approval of unapproved minutes
- 3. Report of officers and committees
- 4. Old business
- 5. New business
- 6. Adjournment

Such order may be waived in whole or in part by direction of the presiding officer.

VII. OFFICERS

A. The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined from time to time by the Board. The President shall be a member of the Board, but the other Officers need not be. One person may serve multiple Officer positions except that the same person may not hold the position of President and Secretary simultaneously.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected. Officers, besides President, need not be Owners.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers serve as the pleasure and discretion of the Board.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and

all other written instruments.

F. The Vice President, or the Co-Vice President if designated by the Board if there is more than one Vice President, shall perform all of the duties of the President in his absence, including the execution of instruments. The Vice President shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary of the Board shall record the votes and keep the minutes of all meetings of the Members and of the Board in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer or his appointed agent 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, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

VIII. COMMITTEES

The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and at least two (2) or more other members. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

IX. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

X. MEETING OF MEMBERS.

A. The annual meetings of the Members shall be held at such time, date, and location as the Board may designate. The purpose of the annual 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. The President of the Board shall Chair the Annual Meeting unless the President otherwise designates another person to Chair the Annual Meeting.

B. Special meetings of the Members for any purpose may be called at any time by the President, by a majority of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership, exclusive of the votes. The business conducted at a special meeting shall be that stated in the notice of the meeting.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Members by hand delivery or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Members may be given notice of meeting via email provided said member has supplied written notice (email sufficient) to the Association that they are electing to receive notification via email in lieu of personal or mail deliver. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him as such address. Notice of the annual meeting of the Members shall be provided as set forth herein not less than fourteen (14) days nor more than thirty (30) days in advance of the date of the meeting. Notice of any other meeting, regular or special, shall be mailed at least fourteen (14) 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 any action as governed by the Articles or the Declaration in which other notice provisions are provided for notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association as established by the Articles shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

E. If any properly noticed meeting cannot be organized because a quorum has not been attained, the Members who are present either in person or by proxy may adjourn the meeting from time to time until a quorum is present provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of the meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

F. If a quorum has been attained, the order of business at annual Members meetings, and, if applicable, at other Members' meetings, shall be:

1. Call to order by President.
2. Proof of notice of the meeting or waiver of notice
3. Reading of minutes
4. Report of Officers
5. Report of Committees
6. Election of Directors
7. Old business
8. New business
9. Adjournment.

Such order may be waived in whole or in part by direction Of the President.

XI. PROXIES.

A. Except for elections of the Board, at all meetings of the Members, each Member may vote in person or by proxy. Proxies may be used to establish a quorum. Proxies may also be used for votes taken to amend the Articles or these Bylaws, or for any other matter that requires or permits a vote of Members.

B. A proxy may be made by any person entitled to vote but shall only be valid at the specific meeting for which originally given and any lawful adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Parcel, name the person or persons voting by proxy and the person authorized to vote for such person, state the date, time and place of the meeting for which it is given and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Any limited proxy shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast.

XII. DEPOSITORY

The depository of the Association shall be determined by the Board and shall be a bank in the State of Florida. Withdrawal of monies from those accounts shall be made only by checks signed by such person or the Board authorizes people as. All sums collected by the Association from assessments or otherwise may be comingled in a single fund or divided into more than one fund, as determined by the Board. In addition, a separate reserve account may be established for the Board in such a depository for monies specifically designated as reserves for capital expenditures or deferred maintenance.

XIII. FIDELITY BONDS

Fidelity bonds shall be obtained by the Association for all persons handling or responsible for Association funds in such amount as shall be determined by the Board as required by Florida law. The premiums on such bonds shall be paid by the Association as a common expense.

XIV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws. If determined by the Board, the Board may choose to use the "Informal Procedure for Small Boards" as provided in Robert's Rules, 10th Ed.

XV. AMENDMENTS.

- A. These Bylaws may be amended in the following manner:
 1. Notice of the subject matter of a proposed amendment shall be included in the notice of meeting at which a proposed amendment is to be considered.

- 2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the Members of the Association.

B. Approval of an amendment must be:

- 1. By not less than a majority of the votes of all Members of the Association and by not less than 2/3 of the entire Board.

No amendment may be adopted which may eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to mortgagees of any portions of the property without the consent of the mortgagee in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

XVI. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration of Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

XVII. HEADINGS AND GENDER.


- A. Headings in these Bylaws are provided for convenience only.

- B. The use of a term denoting gender shall be deemed to include both or either the male or female gender designation.

[signatures on following page]

The undersigned, being the Declarant herein, has caused these Bylaws to be executed and its seal affixed this 26 day of April, 2017.

Shorewalk Holdings, LLC,
a Florida limited liability company

Mitch A. Lee 

By: Shorewalk Management, LLC,
a Wyoming limited liability company
Its: Manager