

THIS INSTRUMENT PREPARED BY:

Charles A. Costin, Esquire
413 Williams Avenue
Port St. Joe, Florida 32456

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Inst:0020040998 Date:02/17/2004 Time:13:35
DL0 DC,Doug C Birmingham,GULF County B:331 P:763

**MAGNOLIA BLUFF SUBDIVISION DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 10th day of February, 2004, by HARMON'S
HEAVY EQUIPMENT COMPANY, INC, hereinafter referred to as Declarant as follows:

RECITALS

A. Declarant is the owner of certain real property located in Gulf County, Florida, more particularly described as Magnolia Bluff Subdivision as recorded in Plat Book 5 Page 3 of the public records of Gulf County, Florida and Declarant desires to provide a means to maintain the beauty of Magnolia Bluff Subdivision and to ensure high quality standards for the enjoyment of the Subdivision development and to promote environmental, ecological, recreational, health, safety, and social welfare of each owner and occupant of portions of the Subdivision. Declarant desires to subject the property to the covenants, conditions, easements, charges and liens hereinafter set forth, all of which are for the benefit of the Subdivision and each owner of a portion thereof.

B. Declarant desires to create a non-profit association with the power and duty of administering and enforcing these protective covenants, conditions, restrictions and limitations and of maintaining and administering any common property, easements including but not limited to storm water easements, and utility facilities, as hereinafter defined, and for the collecting and disposing of the assessments and charges hereinafter created.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the property as described above (the property) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions which are for the purpose of protecting the value and desirability of and which shall run with the title to the property and be binding upon all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof and the Declarant.

**ARTICLE I
DEFINITIONS**

1. Association shall mean and refer to Magnolia Bluff Homeowner's Association, Inc., a Florida non-profit corporation, its successors and assigns.

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2. Articles shall mean and refer to the Articles of Incorporation of the association. 764

3. Board of Directors shall mean and refer to the Board of Directors of the association.

4. By-laws shall mean and refer to the By-laws of the association.

5. Common properties or common areas shall mean and refer to those tracts of lands or structures together with any improvements thereon which are deeded to the association and designated as common properties or common areas. All common properties are to be devoted to and intended for the common use and enjoyment of the members and their guests, lessees or invitees and the visiting general public (to the extent permitted by the Board of Directors of the association), subject to any operating rules adopted by the association and subject to any use rights made available by Declarant prior to conveyance of such common properties to the association. The common properties shall be as described on Exhibit A

6. Declarant shall mean and refer to Harmon's Heavy Equipment Co. Inc, their successors or assigns of their rights hereunder or any successor or assigns of any or substantially all of their interest in Magnolia Bluff Subdivision. The Declarant will also be an owner or member for so long as the Declarant shall be the record owner of any parcel of property in Magnolia Bluff Subdivision.

7. Declaration shall mean and refer to this Magnolia Bluff Subdivision Declaration of Covenants, Conditions and Restrictions.

8. Member shall mean and refer to those persons entitled to membership in the association as provided in this Declaration.

9. Mortgagee shall mean any institutional holder of a first mortgage encumbering a portion of the property as security for the performance of an obligation.

10. Owner shall mean and refer to the Owner as shown in the public records of Gulf County, Florida (whether it be one or more persons, firms, associations, corporation or other legal entities) of the fee simple title to any residential lot, residential dwelling unit, but shall not mean or refer to a mortgagee, its successors or assigns unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure, nor shall the term owner mean or refer to any lessee or tenant of an owner.

11. Property or properties shall mean and refer to that certain real property hereinbefore described.

12. Residential dwelling unit shall mean and refer to any improved property intended for use as a single family residential dwelling unit.

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ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

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Section 1 Membership. Every owner of the property, except governmental entities, or owners of properties which are exempt from the payment of assessments shall be a member of the association, including the Declarant who shall be a member of the association provided Declarant is the owner of any real property on Magnolia Bluff Subdivision. Such membership shall be mandatory membership and all members of the association shall be governed and controlled by the Articles of Incorporation and By-laws in addition to this Declaration.

Section 2 Voting Rights. The association shall have one type of voting membership. Members shall be all owners, including the Declarant, of residential lots and residential dwelling units and shall be entitled to one vote for each residential lot for which such member owns. When any property entitling an owner to membership is owned of record in the name of two or more persons or entities, one and only one of such persons who shall be designated shall become the member entitled to vote. Such vote shall be exercised as they among themselves, determine or as the Covenants and Restrictions applicable to such property shall determine, but in no event shall more than one vote be cast with respect to any such property.

ARTICLE III
GOVERNANCE

The Association shall be governed by a Board of Directors consisting of three, five, seven, nine or eleven members as determined by the Board of Directors, to be elected or appointed as provided in the Articles of Incorporation and By-laws of the association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1 Common properties. Declarant intends to develop Magnolia Bluff Subdivision substantially in accordance with the master plan as amended from time to time on file with the Gulf County Building Department, and reserves the right to review and modify the master plan as its sole option, from time to time, based upon its continuing development and design program. Declarant may add property to the operation of these Covenants. The master plan shall not obligate Declarant or any other party to develop such property or prohibit the Declarant or any other party from substantially amending such plan by adding additional property or removing property from inclusion within such master plan or terminating such master plan in whole or in part. Subject to the rights of the Declarant with respect to the master plan as specified herein, Declarant intends to convey to the association certain properties which are designated as common property by the Declarant in the master plan which are to be devoted and intended for the common use and enjoyment of the residential members within Magnolia Bluff Subdivision, their families, guests, tenants, and invitees.

Section 2 Member's Easements of Enjoyment in Common Properties. Subject to the provisions of this Declaration, the rules and regulations of the association, any fees or charges established by the association, and any prior use rights granted in the common property, every

member, their families and every guest, tenant or invitee of such member shall have a right and easement of enjoyment in and to the common property.

Section 3 Title to Common Property. The Declarant covenants for itself and its successors and assigns, that it shall convey by deed or Bill of Sale, to the association, at no cost to the association, title to all common property. Said conveyance shall occur not later than the sale of all of the lots in Magnolia Bluff Subdivision.

Section 4 Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the association, in accordance with its By-laws, to borrow money for the purpose of improving and maintaining the common properties;

b. The right of the association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;

c. The right of the association, to suspend the rights and easements of enjoyment of any member, lessee or guest of any member for any period during which the payment of any assessment against the property owned by such member remains delinquent for any period in excess of forty-five (45) days or for any infraction of its published rules and regulations, without waiver or discharge of the member's obligation to pay the assessment; provided however the association may not deny a member's right of egress and ingress to his property;

d. The right of the association to adopt reasonable rules and regulations pertaining to the use of the common properties and dockage and any facilities included therein;

e. The right of the association to deny ingress to any person who in the opinion of the association may create or participate in a disturbance or nuisance on any part of the property in the Subdivision.

f. The right of the Declarant or the association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easement or any part of the common properties or any part of any blanket easement created hereunder.

g. The right of the association to give or sell all or any part of any common property to any public utility or private utility for such purposes and subject to such conditions as may be agreed to by the members, if authorized by the affirmative vote by three-fourths of the votes cast at a duly called meeting of the association.

h. The right of the Declarant or the association by its Board of Directors to grant easements for ingress and egress over common areas and properties to residential members, their guests and invitees.

i. The right of the association to maintain that portion of the properties which are

designated or reserved for storm water management as may be required by State and Local regulatory authorities.

ARTICLE V COVENANTS AND ASSESSMENTS

Section 1 Creation of the Lien and personal obligation for assessments. Each owner of any residential lot as members of the association, shall be deemed to covenant and agree to all the terms and provision of this declaration and to pay to the association:

- a. Annual assessments or charges; and
- b. Special assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established and collected from time to time as hereinafter provided.

The Annual or Special Assessments together with such interest thereon and cost of collection is hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such assessments are made; provided however, that no lien shall be established or created under this declaration against any property owned by the Declarant. Each such assessment, together with such interest and cost of collection shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In case of co-ownership, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2 Purpose of Assessment. The annual assessments levied by the association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management, operation and protection of the common utilities, easements, and common properties, and to provide any of the functions or services of the association as hereinafter authorized.

Section 3 Basis of Assessment. The annual assessment may be levied annually by the Board of Directors commencing on February 1, 2004. The Board of Directors, by majority vote, shall fix the annual assessment in accordance with the provisions of this section at a level as may be necessary to meet the important and essential functions of the association's and the anticipated expenditures as reflected in the budget. If the Board of Directors shall levy an amount less than required during such year, the Board may, by majority vote, levy a supplemental assessment. The per parcel annual and/or special assessment will be equal to the total amount to be assessed for the fiscal year, divided by the total numbers of lots. The annual assessment shall be billed annually, quarterly or monthly as determined by the Board of Directors of the association. All assessment bills shall be due and payable not more than forty-five days from the mailing of the same and shall be determined by the Board of Directors from time to time. The initial annual assessment to be established shall not exceed \$ 325.00. Thereafter such regular annual assessment may increase in such amounts as determined by the association as provided hereunder.

Section 4 Special Assessments for Improvement and Additions. In addition to the regular annual assessment authorized by Section 3 hereof, the Board of Directors may levy special

assessments for the following purposes:

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- a. Construction or reconstruction, repair or replacement of capital improvements upon the common properties including common drain fields, dockage and other necessary fixtures, landscaping and personal property related thereto;
- b. To repay any loan made to the association to enable it to perform the duties and functions authorized herein whether such loans shall be made in the year of such assessment or any prior year.
- c. To maintain such areas designated or reserved for storm water management.

Such prior assessments, before being charged, must have received the consent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose. The proportion of each special assessment to be paid by the owners of the various classifications of properties shall be equal to their respective proportions of their regular annual assessments made during the year during which such special assessments are approved by the members.

Section 5 Reserve Funds. The Board of Directors may establish reserve funds from the regular annual assessments to be held in reserve for an interest bearing account or investment as reserves for:

- a. Major rehabilitation or major repairs incident to tropical storms, hurricanes, or other casualties
- b. for emergency and other repairs required as a result of tropical storms, hurricanes, fires, or other natural disasters; and
- c. initial costs of any new service to be performed by the association

Section 6 Duties of the Board of Directors. The Board of Directors of the association shall fix the amount of the annual assessment against each residential lot, public or commercial lot at the time of the adoption of the annual budget of such assessment. The association shall, upon demand, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the association, setting forth whether said assessments have been paid.

Section 7 Effect of non-payment of assessment. If the assessment is not paid on or before the past due date specified above, then such assessment shall become delinquent. If the assessment is not paid within forty-five days after the past due date, the association may bring an action at law against the owner personally and may proceed to enforce the lien created hereby by foreclosing or by any other proceeding in equity or at law. There shall be added to the amount of such assessment and the amount secured by such lien, the cost of preparing the filing of the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the highest legal rate and a reasonable attorney's fee together with the cost of the action.

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Section 8 Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage now existing or hereinafter placed on the property subject to assessment. In the event a creditor acquires title to property pursuant to foreclosure or any other proceeding or a deed in lieu of foreclosure, said creditor shall not be subject to past due assessments. Such sale or transfer shall not relieve such creditor from liability for any assessments accruing after title has been acquired.

Section 9 Exempt property. Any property granted or conveyed to any public or private utility company or any common properties shall be exempt from any assessment, charge and lien created herein.

Section 10 Annual Statements. The President, Treasurer or other such officer as may have custody of the funds of the association shall annually, within ninety days after the close of the fiscal year of the association, prepare and execute a general itemized statement showing the actual assets and liabilities of the association at the close of such fiscal year, and a statement of revenue costs and expenses, which shall be made available upon request to each member of the association.

Section 11 Annual Budget. The Board of Directors shall prepare and make available to all members at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year.

ARTICLE VI FUNCTIONS OF ASSOCIATION

Section 1 Functions and services of association. The association shall provide the following services to its members to the extent permitted by applicable state and local law:

- a. maintenance of all common properties
- b. maintenance of water, sewer and irrigation and storm water easements
- c. to provide administrative services, including legal, accounting and financial services to the association
- f. to provide flood, liability and hazard insurance covering any improvements owned by the association

Section 2 Ownership and Maintenance of Common Properties. The association shall be authorized to own and/or maintain common properties and equipment, furnishings and other improvements as may be necessary in the opinion of the Board of Directors to provide the services and functions of the association as set forth above.

Section 3 Management. The Board of Directors shall have the right to designate such party as Board of Directors shall select to act as Manager to provide or cause to be provided, the services for which assessments are made hereunder as set forth in this article. Any such manager shall be

entitled to a reasonable management fee for the provision of such services which fee shall be part of the annual assessment as set forth herein.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1 Architectural Review. No building, wall, fence, swimming pool, or other structure or facility of any kind or nature shall be commenced, erected or maintained upon the property nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of the external design and location, with the surrounding structure and topography, by the association's architectural review board. This paragraph shall not apply to any property utilized by any private or public utility. The architectural review board shall be composed of the Declarant until such time as the Declarant no longer owns a Lot within the subdivision.

Section 2. Procedure. Plans to be submitted for approval to the Architectural Review Board shall include:

- a. The construction plans and specifications, including all proposed landscaping
- b. An elevation or rendering of all proposed improvements
- c. Such other items as the Architectural Review Board may deem appropriate

The Architectural Review Board shall indicate any approval or disapproval of the matters required to be acted upon by them, in writing and served upon the owner personally or by certified mail, indicating the proposed building or structure and the reasons for any disapproval. If the Architectural Review Board fails or refuses to approve or disapprove plans within thirty (30) days after submission of all requested plans and specifications, then it shall conclusively be presumed that the plans as submitted to the Architectural Review Board have been approved.

ARTICLE VIII USE AND DEVELOPMENT RESTRICTIONS

Section 1 Lot Resubdivision. No residential lot shall be further divided or separated into smaller lots by any order without the consent of the Declarant.

Section 2 Residential Use. Each residential lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial use. No time share ownership of residential lots are permitted without the Declarant's approval. Nothing herein shall be deemed to prevent the owner from leasing a residence for rental periods of one year or more. Rental periods of less than one year are deemed transient rentals and are prohibited.

Section 3 Nuisances; other improper use. No nuisance shall be permitted to exist on any residential lot or other common property so as to be detrimental to any other lot in the vicinity thereof or to its occupants, or to the common property.

Section 4 Pets. No animals, livestock or poultry shall be permitted within the property except for common household pets. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are in the common property.

Section 5 Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the rules and regulations adopted by the Board of Directors of the association and the regulations of Gulf County.

Section 6 Temporary Structures and Vehicles and Trailers. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed or other out building shall be permitted on any parcel at any time, except temporary structures maintained for the purpose of construction and marketing of the residence. No vehicles other than family cars and/or pick-up trucks that are operable, on wheels and carrying a current state license plate, shall be kept or stored on any Lot, unless they are in a garage. No automotive vehicles are to be torn down, sanded or spray painted, unless the same is confined to a garage. No boat, trailer or any Recreational vehicle shall be regularly parked between the front of a residence and a street.

Section 7 Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except for ordinary household use in strict compliance with applicable rules and regulations.

Section 8 Residential Size Requirements and other restrictions. All single family residences shall be constructed in accordance with the Residential Building Code of Gulf County, Florida and shall have a minimum of 1,300 square feet of living area (heated and cooled) exclusive of decks, porches, garages or outside utility buildings. If the dwelling be of two or more stories in height, the ground floor must contain at least Eight Hundred (800) square feet. While detached garages are permitted, they must be of such character that shall conform and be in harmony with the exterior design of the principal structure on the Lot. All garage or detached building roofs must be of the same material (texture and color) as used on the principal structure.

Before any construction is commenced upon any lot, the owner shall have an approved building permit from the Building Inspector. No structure may be occupied without a Certificate of Occupancy.

Section 9 Height Restrictions. The height of any residential single family residence shall not exceed limitations set by the county.

Section 10 Exterior Finishes. All buildings shall have the exterior finish in a neat and attractive manner before being occupied as a structure.

Section 11 Clothesline. No clothesline, or other clothes drying facility shall be permitted in any of the common areas or on any of the lots within the subdivision.

Section 12 Underground services. All cable, wires or conduits necessary for transmission for electrical power, telephone services, television cable service, or any other similar service, including but not limited to all water lines and sewer lines, shall be by underground service only, and no overhead cable or lines for such purposes shall be erected or permitted to exist upon the property. The owner of each lot shall provide conduit equivalent to the applicable utility company's specifications for the installation of underground service into the dwelling.

Section 13 Fuel Storage. No fuel or gas storage tanks shall be erected, placed or permitted on any part of any lot. However, an owner may keep and maintain a small propane gas tank for the operation of a barbeque grill but shall keep the same stored in a secure location on his/her lot.

Section 14 Insurance. Nothing shall be done or kept on any lot or common area which will increase the rate of insurance for the property including lot and/or dwellings, or the contents thereof, applicable for residential use, without the prior written consent of the association. No owner shall permit anything to be done or kept in his dwelling or otherwise on his lot or the common area which will result in cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law.

Section 15 General Use. No immoral, improper, offensive, or unlawful use shall be made on the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the property, shall be complied with, by and at the sole expense at the owner or the association, whichever shall have the obligation to maintain or repair such portion of the property. No waste will be committed in the common area.

Section 16 Driveways and Culverts. All owners of Lots shall install driveway culverts or basins in accordance with local laws and as approved by the Architectural Review Board so as to maintain the drain flow of all storm water. All driveways must be of a material approved by the Architectural Review Board. Concrete, Asphalt, Brick Pavers are preferred. No Dolomite, Pea Gravel, or other temporary materials will be allowed.

Section 17 Garages. While detached garages are permitted, they must be of such character that shall conform and be in harmony with the exterior design of the principal structure on the lot. All garage roofs must be of the same exact material as used on principal structure.

Section 18 Temporary Structures. No mobile home, off-site fully manufactured housing or prefabricated homes shall be permitted. No tent, garage, barn or other out-buildings shall be erected or used either as a temporary or permanent residence, nor shall any house be moved onto a lot, as it is intended for all dwellings to be new construction. Outbuildings, storage sheds and garages are restricted in Item 17 above.

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BLO DC,Doug C Birmingham,GULF County B:331 P:772

ARTICLE IX UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1 Utility Easements and Access Easements to Access Future Development. In addition to those easements shown on the official plat, the Declarant hereby reserves a blanket easement for the benefit of the Declarant or their designees, upon, across, over, through, under any portion of the property for installation, replacement, repair and maintenance of all utility, and service lines and irrigation systems.

Section 2 Declarant's easement to correct drainage. Declarant reserves for itself, and for the Association an easement and right on, over and under the ground within the property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

ARTICLE X TAXES AND OTHER CHARGES

In the event the association fails to pay, when due, taxes assessed against the common property or premiums of insurance covering the improvements on the common property, that any one or more of said members or mortgagees may pay such taxes or insurance premiums, and the association shall be obligated to reimburse such persons for such payments, and until paid, the same shall constitute a lien upon the common property in favor of the party or parties, entity or entities, paying the same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in any manner as a judgment lien may be enforced.

ARTICLE XI GENERAL PROVISIONS

Section 1 Duration. The covenants and restrictions of this Declaration shall run with and bind the property, and shall enure to the benefit of and be enforceable by the association, the Declarant or the owner of any property, their respective legal representatives, heirs, successors, and assigns for a period of thirty years from the date this Declaration is recorded. Upon expiration of said thirty year period, this Declaration may be extended for successive additional periods if three-fourths of the votes cast at a duly held meeting of the association vote in favor of extending this Declaration. The length of such extension shall be established by such vote.

Section 2 Amendments. The Declarant specifically reserves the right to amend this Declaration or any portion thereon, on its own motion, from the date hereof until two thirds of the lots have been transferred by the Declarant for the express purpose of annexing additional properties as set forth in Article XII herein below and for such other reasons so long as the voting power of existing members is not diluted thereby, nor the amounts of assessments of such existing members changed except by which may be expressed or provided for herein. All proposed amendments, except such amendments by the Declarant as set forth above, shall be submitted to a vote of the members at a duly called meeting of the association after proper notice and any such proposed amendment shall be deemed approved if fifty-one percent of the votes cast at such meeting vote in

favor of such proposed amendment and the approval of a majority of institutional mortgages holding mortgages on lots.

Section 3 Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent and notice hereby thereby given, when mailed, with the proper postage affixed, to the address appearing on the association's membership list. Notice to one or two or more co-owners or co-tenants to any property shall constitute notice to all co-owners.

Section 4 Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation or to recover damages, and against the land to enforce any lien created hereby; and failure by the association or any member of or the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 5 Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be invalid or unenforceable, for any reason, by the adjudication of any court or other authority, having jurisdiction over the parties, such judgment shall not effect the other provisions hereof.

Section 6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an owner or any person an account of any claim, liability, damage or expense suffered or incurred by or threatened against or an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals whether given, granted or withheld.

ARTICLE XII ANNEXATION

Declarant reserves the right to annex additional properties as described in Official Record Book 290 at Page 893 of the public records of Gulf County, Florida or such other properties that the Declarant acquires which are adjacent to the property subject to these restrictions and to subject the same to these Covenants, Conditions and Restrictions.

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HARMON'S HEAVY EQUIPMENT CO, INC.

Barbara G. Harmon

Witness

Print Name: Barbara G. Harmon

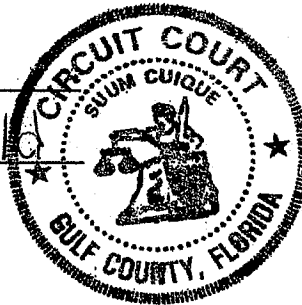
Samuel L. Harmon

By: Samuel L. Harmon

Its President

Margie D. Raffield

Witness

Print Name: Margie D. Raffield

STATE OF FLORIDA
COUNTY OF Gulf

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **SAMUEL L. HARMON** as President of Harmon's Heavy Equipment Company, Inc., as Declarant of Magnolia Bluff Subdivision, personally known or who produced personally known to me as identification to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purpose herein described.

WITNESS my hand and official seal this 17th day of February, 2004.



Kristy M. Lee
Notary Public

Inst: 0020040998 Date: 02/17/2004 Time: 13:35

BLD DC, Doug C Birmingham, GULF County B:331 P:775