

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
GULF HIGHLANDS BEACH RESORT, INC.**

[This original Document was recorded on 09/24/85 in Official Records Book 1046, Pages 1399 - 1047 , File # 85-39439, Bay County, FL]

THIS DECLARATION is made on the 23rd day of September, 1985, by Towers Development Company of Panama City, Inc., hereafter called the "Declarant."

[NOTE: TOWERS DEVELOPMENT COMPANY OF PANAMA CITY, INC., was joined by TOWERS CONSTRUCTION, INC., in amending this Declaration of Covenants and Restrictions on 05/06/88, which is recorded in ORB 1181, Pg 1995, on 05/06/88, Bay County, FL. This practice continued until two additional names; FRANKLIN W. BRIGGS and JOHN LEE DANIELL, individually joined with Towers Development and Towers Construction in an Amendment dated 01/13/89, and recorded on 01/19/89, in ORB 1216, Page 485, File # 89-02088, Bay County, FL.]

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A". The Declarant has created or will create upon the property, improvements consisting of townhouse parcels, together with common areas, streets and easements to be enjoyed by all of the owners of the townhouse parcels and

WHEREAS, the Declarant desires to provide for the preservation of the values of the property and for the pleasure of ownership of the townhouse parcels and, therefore, desires to subject the real property to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, each and all of which shall appertain to and run with real property and shall benefit and bind all persons having any right, title or interest in the property and their heirs, successors, and assigns.

NOW, THEREFORE, the Declarant declares that all of the property described in Exhibit "A" shall 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. "Property" shall mean the certain real property herein before described in Exhibit "A", and such additions thereto, as may hereafter be brought within the jurisdiction of the Association, or subjected to this Declaration.

2. "Townhouse parcel" shall mean and refer to a particular parcel of property upon which a townhouse has been constructed and individual Condominium units which have been submitted to the condominium form of ownership. [Added "Condominium" on 12/15/88 as recorded in ORB 1212, Pg 1588, File 88-51132, 12/19/88, Bay Co., FL]

3. "Common Area" shall mean and refer to all property intended for the common use and enjoyment of the owners, including streets, easements or other property.

4. "Owner" shall mean and refer to the holder of record fee simple title to any townhouse parcel.

5. "Association" shall mean and refer to Gulf Highlands Beach Resort Homeowners' Association, Inc., a corporation not for profit.

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6. "Utility Services" shall mean and refer to all utility services necessary or convenient for occupancy of each townhouse parcel and shall include, electricity, gas, water, heat, refrigeration, air conditioning, cable television, and sewage disposal.

7. "Declarant" shall mean and refer to Towers Development Company of Panama City, Inc., its successors and assigns.

ARTICLE II GENERAL PROVISIONS

1. **Residential Use:** The property shall be used for residential purposes only, and each townhouse parcel shall be used only as a single-family dwelling.

2. **Animals:** No animals of any kind shall be kept on the property except dogs, cats, or other household pets which may be kept in reasonable numbers as pets for the pleasure of the owners. All pets must be kept under control at all times and must not become a nuisance to any other owner. No animals may be kept for any commercial purpose; and no animal shall be kept or permitted to remain outside or outdoors.

3. **Antennas:** No exterior aerials, antennas, or towers of any description shall be permitted upon the property.

4. **Maintenance:** Each owner shall maintain the exterior appearance and condition of his townhouse 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 roofing of his townhouse parcel without the unanimous prior written consent of all other owners. Unless otherwise provided in this declaration, each owner shall be responsible for the costs of performing maintenance and repair upon his townhouse parcel. The Association shall be responsible for the maintenance and repair of the common areas, and each owner shall be liable for his pro rata share of such costs.

5. **Fencing and Storage:** No fences of any kind other than those shown on the attached survey shall be allowed on the property without the prior written consent of all other owners. All equipment, garbage cans, wood piles, and storage shall be kept screened by adequate painting or situated so as to be concealed from the view of neighboring townhouse parcels. All trash shall regularly be removed from each townhouse parcel. No clothes lines shall be permitted in any location where they may be viewed from any other townhouse parcel.

6. **Nuisances:** No nuisance shall be 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 shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazards allowed to exist.

7. **Vehicles and Boats:** No boats, trailers, campers, recreational vehicles or inoperable motor vehicles shall be kept or stored on the property.

8. **Additional restrictions:** The Developer 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.

9. **Severability:** Invalidity of any provision of this declaration by legal action shall not affect any other provisions which shall remain in full force.

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10. **Amendment:** Provisions of the declaration may be amended at any time by the unanimous consent of the owners and shall be affected by the recording of a written amendment in the official records of Bay County, Florida.

11. **Enforcement:** The association or any owner shall have 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 shall be entitled to recover reasonable attorney's fees and costs. The failure of the Association or any owner to enforce any provision shall not constitute a waiver of the right to do so thereafter.

12. **Self-Help:** In addition to any other rights and remedies granted by this declaration to the Association or to any owners, each owner by accepting any conveyance under this declaration hereby irrevocably grants to the Association and to any other owner the right to peacefully enter upon his property for the purpose of correcting any condition which might be in violation of the declaration.

13. **Signs:** No sign, advertisement, notice or lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of the unit without the prior written consent of the Association, except one for sale or for rent sign approved by the Association.

14. **Buildings, fences and other structures:** No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing as to harmony of external design and location and relation to surrounding structures and topography by the Board of Directors of the Association. In the event the said Board, its designated committee, fails to approve or disapprove such design and location 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.

15. **Exterior:** All exterior walls shall be maintained in color, finishes and decor consistent and harmonious with the overall architectural plan and design, and nothing inconsistent therewith shall be permitted to exist. Changing color of the exterior of any building shall require the approval of the Board of Directors or its designated 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.

16. **Outside laundry:** No laundry, rugs or similar articles shall be hung outdoors in public view.

17. **Additional Rules:** The Board of Directors of the Association, by 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 their properties, and for the use, improvement and maintenance of the common areas.

18. **Term:** The covenants and restrictions of this Declaration shall run with the land and bind the land for a term of twenty years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each.

19. **Amendments:** This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety (90%) percent of the owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the owners. The former provision authorizing the declarant's unilateral amendment of this declaration is hereby revoked and abolished effective immediately.

Any amendments to this Declaration must be recorded to be effective.

[Time Declarant could amend this Declaration was changed on 10/12/86 from 24 to 48 months as recorded in ORB 1101, Pg 1625, File 86-44883, on 10/23/86, Bay Co., FL] [Declarant's right to amendment revoked 09/07/89, in ORB 1243, Pg 1192, File 89-31280, recorded on 09/08/89, Bay Co., FL.]

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The description of the real property described on Exhibit "A" attached to said Declaration is amended to include the real property described in Exhibit "I", hereto attached, which shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements and liens set forth in the aforesaid Declaration of Covenants and Restrictions dated September 23, 1985 and recorded in Bay County, Florida, Official Records Book 1046, Page 1399, and Amendments recorded in Official Records Book 1101, page 1625, Official Record Book 1154, page 120, Official Records Book 1181, page 1995, Official Records Book, 1184, page 857, and Official Records Book 1212, Page 1588.

[This Paragraph was initially added on 10/12/86 in an Amendment recorded in ORB 1101, Pg 1625, File 86-44883, on 10/23/86, Bay Co., FL. Additional changes were made in later dated Amendments up to that recorded in ORB 1216, Pg 485, Record # 89-02088 on 01/19/89.]

20. Annexation: The property described in Exhibit "A" shall constitute the first phase of a staged development. Certain additional property under other ownership is intended to be included in future phases of the development, which said property is described on Exhibit "B" hereto attached. No plat has been recorded for the future phases proposed for annexation and development. The future annexation of the property described on Exhibit "B" hereto attached, will not require approval by vote of the owners, membership of the Association or otherwise. Annexation shall be effective upon the owner recording a statement executed with the formality of a deed, subjecting said property to this Declaration of Covenants, Conditions and Restrictions.

21. Subordination of Lien to Mortgagees: The lien of assessments provided herein shall be subordinate to mortgage liens. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure, shall extinguish the lien of such assessments as to the payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

22. Assessments: The association is empowered to make assessments against the townhouse parcels as may be necessary or desirable for capital improvements, repair and maintenance of the common areas and to promote the recreation, health, safety and welfare of the owners of the townhouse parcels.

ARTICLE III GULF HIGHLANDS BEACH RESORT HOMEOWNERS' ASSOCIATION, INC.

Every owner of a townhouse parcel shall be a member of Gulf Highlands Beach Resort Homeowners' Association, Inc., a corporation not for profit. Ownership of the common areas is to be held by the corporation. The corporation shall have the power and responsibility to enforce any provisions of this declaration. Membership in the corporation shall be appurtenant to the ownership of the townhouse parcels and may not be separated from ownership of the townhouse parcels. [Described with no changes lagain in Amendments recorded in ORB 1154, Pg 120, File # 87-44447, and ORB 1243, Pg 1192, File # 89-31280, Bay, County, FL.]

The Association shall have one class of membership consisting of all owners and the declarant and shall be entitled to one vote for each lot owned, except herein provided. When more than one person holds an interest in any lot, all such persons shall be members. A vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The former Class "B" membership of the association is hereby abolished effective immediately.

[Change in time of declarant's ability to amend Declarations dated 09/03/87 and recorded in ORB 1154, Pg 120, File # 87-44447, 10/08/87, Bay Co., FL]
[Changed 09/07/89, to abolish classes of members - recorded in ORB 1243, Pg 1192-1193, File# 89-31280, 09/08/89 in Bay County, FL]

Nothing Herein is intended to impair the Declarant's right to annex additional property as phases of the development without a vote of the owners, or membership of the Association.

[This Paragraph added in Amendment dated 09/07/89, recorded in ORB 1243, Pg 1193, File# 89-31280, on 09/08/89 in Bay Co., FL]

{Compiled & Revised 08/11/95 by WRB}

ARTICLE IV EASEMENTS

1. **Types of Easements:** The property is subject to easements described in the survey and to additional easements described as follows:

(a) **Utility Easements:** Easements are reserved through each townhouse parcel as may be required for utility service to serve any other townhouse parcel adequately. However, such easements shall 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 townhouse parcel intended to be subjected to the easement

(b) **Parking Easement:** Every owner shall have an easement for the purpose of ingress and egress and parking upon the parking area described in the survey.

(c) **Party wall Easement:** In addition to the easements provided by general law concerning party walls, shall exist reciprocal appurtenant easements for the maintenance, repair, or extend for a reasonable distance from any point on the common boundary between each townhouse parcel for the purpose of completing maintenance, repair, or replacement of a party wall.

(d) **Party Roof Easement:** In addition to the easements provided by general law regarding party roofs, there shall exist reciprocal easements for the maintenance, repair, replacement of the roof of the buildings containing the townhouse parcel. All such easements shall be for the purpose of inspecting, repairing, maintaining, or replacing the roof of any owners' townhouse parcel or for the purpose of inspecting repairing, maintaining, or replacing the roof of any other owners' townhouse if such inspection, repair, or replacement is necessary to protect any other townhouse.

2. **Easements to be Private:** All easements described in this declaration or in the survey shall be private easements created solely for the benefit of the owners of the townhouse parcels, their heirs, successors, and assigns. Such easements shall be appurtenant to each townhouse parcel, and all conveyances of a townhouse parcel shall include a conveyance of the easements and rights as provided herein, and no express reference to such easements and rights shall be required in any instrument of conveyance.

3. **Easements for encroachments:** The property shall be subject to an easement for encroachments created by settling or the original construction. Such encroachments shall be permitted for as long as they may exist, and such easements may also be used for the purpose of maintaining the encroachments while they are in existence.

ARTICLE V PARTY WALL

1. **General Rules of Law:** Each wall which is built as a part of the original construction of each townhouse parcel and which is placed on the dividing line between each townhouse parcel shall constitute a party wall. The general rules of law regarding party walls and liabilities for property damage due to the negligent or willful acts or omissions shall apply except where in conflict with provisions of this declaration.

2. **Maintenance and Repair:** The costs of reasonable maintenance and repair of a party wall shall be shared by the owners who make use of the wall in proportion to each owner's use.

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3. **Damage or Destruction:** If a party wall is damaged or destroyed by fire or any other casualty, the owner who has use of the wall may restore it, and if other owners should be subsequently have use of the wall, they shall contribute to the cost of restoration in proportion to the extent of their use. Any owner may call for a larger contribution from other owners under any rule of law regarding liability for negligence or willful acts or omissions.

4. **Allocation of Responsibility:** Notwithstanding any other provision of this article, any owner who by his negligence or willful act causes a party wall to be exposed to the elements, damage, or destroyed shall bear the entire cost of repair, restoration, and protection against the elements.

5. **Right of Contribution:** The right of any owner to contribution from other owners under this article shall be appurtenant to the townhouse parcel and shall pass to each owners' successors in title.

6. **Arbitration:** If any dispute arises concerning a party wall or under the provisions of this article, each party shall choose one arbitrator, and those arbitrators shall then choose one additional arbitrator. The decision of a majority of the arbitrators shall bind the parties. The arbitrator shall conduct their proceedings in accordance with the Florida Arbitration Code. Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Association shall select an arbitrator on behalf of the recalcitrant party.

ARTICLE VI INSURANCE

1. **Purchase of Insurance:** Each owner shall secure fire and extended coverage insurance on his townhouse parcel in an amount which shall equal the maximum insurable replacement value and shall annually provide a certificate evidencing the existence of such insurance to the Association. The Association shall obtain public liability insurance in such amounts and with such coverages for the common areas and shall be determined annually by a plurality of the owners. Each owner shall pay his pro rata share of the premium for such insurance for the common areas.

2. **Use Limitation:** No use shall be made of any townhouse parcel which may increase the premium rates for insurance maintained by any other owner or by the Association.

3. **Personal Insurance:** Each owner shall maintain public liability insurance to protect against claims due to accidents within his townhouse parcel and shall maintain casualty insurance on the contents located within his townhouse parcel.

ARTICLE VII REPAIR AND RECONSTRUCTION

In the event that the property is damaged by casualty and at least one townhouse parcel remains habitable, then the damaged townhouse parcels shall be repaired or reconstructed substantially in accordance with the plans and specifications for the original building. In the event that the amount of insurance proceeds available to pay the costs of such reconstruction and repair are insufficient, then each owner shall contribute such additional funds as may be required to complete the repair and reconstruction in that proportion that the cost of repair and reconstruction of their respective townhouse parcel bears to the cost of repair and reconstruction of the entire building.

ARTICLE VIII COMMON TAXES

In the event that any taxing authority levies any tax or assessment against the common areas, each owner shall pay an equal share of such tax or assessment.

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**ARTICLE IX
ASSESSMENT AND LIENS**

Each owner, by acceptance of a deed for a townhouse parcel, is deemed to covenant and to agree to pay the 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 shall become due ten days after demand for payment is made by the Association or another owner. If such costs, charges, and assessments are not paid when due, all such amounts together with interest at the rate of ten percent per annum, shall be secured by a lien upon the townhouse parcel of the defaulting owner. Such liens shall attach upon the recording of a claim of lien in the official records of Bay County, Florida, setting forth the description of the townhouse 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. Such lien shall also secure the payment of reasonable attorney's fees and court costs and may thereafter be foreclosed in the manner provided by law. Upon payment, the holder of the lien shall deliver a satisfaction of the lien.

The Declarant guarantees the owners that the assessments shall not exceed \$20.00 per month for a period of 24 months following the date of the Declaration. [The provisions in this Paragraph expired on 09/23/87]

**ARTICLE X
RENTAL MANAGEMENT**

Rental of the townhouse units shall be managed only by the individual owners of such units or a rental association or agency designated by the Homeowners' Association of Gulf Highlands Beach Resort, Inc.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this Declaration to be executed and its seal affixed this 23rd day of September, 1985.

**TOWERS DEVELOPMENT COMPANY OF
PANAMA CITY, INC.**

/s/ Falcon B. Sellers, Jr.

BY: /s/ Franklin W. Briggs

Its President

<CORPORATE SEAL>

/s/ Kathy L. Barron

**STATE OF FLORIDA
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 23rd day of September, 1985 by Franklin Briggs, as President of Towers Development Company of Panama City, Inc., a Florida corporation, on behalf of said corporation.

/s/ Falcon B. Sellers, Jr.

Notary Public, State of Florida

My Commission Expires: 01/10/89

<AFFIXED SEAL>

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EXHIBIT "A"

[From Original Document]

DESCRIPTION: Begin at the Northwest Corner of the E1/2 of the SE1/4 of Section 35, Township 3 South, Range 16 West, Bay County, Florida: thence N-00 00'35"W, 510.96 feet; thence N-89 28'02"E, 686.07 feet; thence S-00 00'35"E, 1362.66 feet to the Northerly Line of the Third Addition to Long Beach as per Plat thereof recorded in Plat Book 2, Page 37 of the Public Records of Bay County, Florida; thence N-62 53'58"W along said Northerly line, a distance of 265.26 feet; thence N-51 42'14"W along said Northerly Line, a distance of 573.36 feet to the West line of the E1/2 of the SE1/4 of said Section 35; thence N-00 00'55"W, 369.10 feet to the Point of Beginning. Containing 18.00 acres more or less.

A NON EXCLUSIVE UTILITY AND ACCESS EASEMENT AS FOLLOWS: Commence at the Northwest Corner of the E1/2 of the SE1/4 of Section 35, Township 3 South, Range 16 West, Bay County, Florida; thence N-00 00'35"W, 954.85 feet; thence N89 27'45"E, 602.85 feet to the Southwesterly R/W Line of S.R. 392-A (100' R/W) and the Point of Beginning; thence S-56 19'48"E along said Southwesterly R/W Line, a distance of 100 feet; thence S-00 00'35"E, 387.73 feet, thence S-89 28'02"W, 83.22 feet; thence N-00 00'35"W, 442.39 feet to the Point of Beginning.

EXHIBIT "B"

[From Original Document]

Parcel I: Portion of old Gulf View Highlands Subd. S. of SR-392A.

Parcel II: Southern one-half of the Resort to 3rd Addition of Long Beach boundary.

Less and Except: Gulf Highlands Blvd. R/W from Middle Beach Rd. entrance for 387 ft.

EXHIBIT "1"

[Descriptive]

From Amendment dated 10/23/86, ORB 1101, Pg 1625 - 1632, File # 86-44883, Bay County, FL: Parcel "A", Parcel "B", "Entrance Road", Gulf Power Easements for "Feeder Lines", "Station 19 & 20", "Robin Lane", Guying Easement", "Damon Circle", and "Entrance Road".

From Amendment dated May 6, 1988, ORB 1181, Pg 1995-1998, File # 88-18370, Bay County, FL: "Building E-19", "Access Parcel Extension of White Sandy Drive", and "Sandy Drive and Leslie Lane"

From Amendment dated May 6, 1988, ORB 1184, Pg 857-863, File # 88-21041, Bay County, FL: "Access Parcel Extension of White Sandy Drive", "Building "L-1", Building "M-1", Building "M-2", and Building "M-3".

From Amendment dated January 13, 1989, ORB 1216, Pg 847, File # 89-02088, Bay County, FL: Parcel "D" (Annex) and Parcel "E" (Island).

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RESTRICTIVE COVENANTS

["Grey House" & Beach Property]

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Franklin W. Briggs, of 516 South Tyndall Parkway, Panama City, Bay County, Florida, hereafter "Owner", is the holder of the fee simple title in and to the following described real property located in Bay County, Florida, to wit:

Lot 31 and the East 15 feet of Lot 32, in Block 1 of Long Beach Resort, Inc., First Addition to Long Beach, a subdivision of a part of Fractional West Half of Southwest Quarter of Section 36, Township 3 South, Range 16 West, as per plat on file in the Office of the Clerk of the Circuit Court of Bay County, Florida.

hereinafter "the property"; and

WHEREAS, Owner desires that the property be used by the members of Gulf Highlands Beach Resort Homeowners' Association, Inc. and owners of townhomes and condominium units within Gulf Highlands Beach Resort and their quests solely for recreational purposes as a private beach; and

WHEREAS, Owner desires to encumber the property with restrictions to insure the recreational use of the property and no other;

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the owner therefrom, the undersigned Franklin W. Briggs does hereby impose upon and encumber the above described property with the following restrictive covenants and conditions:

1. The property shall be used for recreational purposes as a beach and swimming pool exclusively.
2. No business shall be conducted on the property except for concessions selling refreshments and items normally used by bathers.
3. No sign of any character shall be displayed or placed upon any part of the property except signs identifying the property as the Gulf Highlands Beach Resort Homeowners' Association, Inc. beach and swimming pool or regulating the conduct of persons using the property.

These covenants and restrictions shall run with the land and shall be binding on all persons and entities claiming under Owner until December 31, 2009, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years each. If any person or entity claiming under Owner shall violate or attempt to violate any of the foregoing restrictions or covenants, Owner or any member of Gulf Highlands Beach Resort Homeowners' Association, Inc. or any person owning a townhome or condominium within Gulf Highlands Beach Resort may:

- a. prosecute a proceeding at law for the recovery of damages against the person or entity so violating or attempting to violate any such restriction or covenant; or

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b. maintain a proceeding in equity against the person or entity so violating or attempting to violate any such covenant for the purpose of preventing or terminating such violation; provided, however, that these remedies shall be cumulative to all other remedies now or hereafter provided by law. The prevailing party in any action to enforce these restrictions and covenants shall be entitled to recover attorney fees and all expenses incurred in bringing the action.

IN WITNESS WHEREOF, Franklin W. Briggs has set his hand and seal this 5th day of May, 1989.

Signed, Sealed and Delivered
in the presence of:

/s/ Jeannie R. Pennspies

/s/ Franklin W. Briggs

FRANKLIN W. BRIGGS

/s/ Leonard J. Wierzbowski

STATE OF FLORIDA
COUNTY OF BAY

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared FRANKLIN W. BRIGGS to me known to be persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforementioned this 5th day of May, 1989.

/s/ Robert Carr

Notary Public, State of Florida
My Commission Expires : 11/02/91

<SEAL AFFIXED>