

THIS INSTRUMENT PREPARED BY:  
Charles A. Costin, Esquire  
413 Williams Avenue  
Port St. Joe, Florida 32456

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CO:GULF ST:FL

DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
PALM RIDGE SUBDIVISION

FL# 993025 B 230 P 31  
REC NO. 01921100267

RECORD VERIFIED  
*[Signature]* DC

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and published this 29th day of July, 1999, by HARMON'S HEAVY EQUIPMENT COMPANY, INC., a Florida corporation, (hereinafter referred to as Developer).

W I T N E S S E T H:

WHEREAS, Developer is owner of the subdivision known as Palm Ridge Subdivision, being a subdivision of real property in Gulf County, Florida, and described as shown on Exhibit "A" attached hereto; and,

WHEREAS, it is to the interest, benefit and advantage of Developer and to each and every owner who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same shall be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Developer, for themselves and their successors, grantees and assigns, do hereby restrict the use, as hereinafter provided, of all the lands and improvements included on the property described in the plat (being hereinafter sometimes referred to as "The Land") and does hereby place upon the land the following covenants to run with the title to the land for a period of twenty-five (25) years from date at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, and the grantees of and under any deed conveying any lot or lots, parcels or tracts shown on the

plat, or any parts or portions, thereof, shall be deemed, by the acceptance of such deeds, to have agreed to all the covenants and to have covenanted and agreed to observe, comply with, and be bound by the covenants hereinafter set forth.

1. Definitions: The following words when used in this Declaration shall have the following meanings:

a. "Living unit" shall mean and refer to any house and/or multi-family building unit situated upon the properties designed and intended for use and occupancy as a residence by a single family.

b. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

c. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

d. "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration.

2. Lots:

a. No lot shall be used except for residential purposes. All single family residential custom built homes and each unit contained in a multi-family building shall be constructed, consisting of not less than 800 square feet. All detached garages and/or storage buildings/workshop buildings shall be located behind the house. No buildings or other improvements at any time situate on any lot shall be used for any business, commercial, amusement, hospital, sanitorium, school, kindergarten, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office. No building or improvements situate on any lot shall be rented or leased separately from the

rental or lease of the entire lot and no part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, motel, tourist, motor court or any other type of transient accommodation.

b. No lot shall be used for the purpose of a roadway, access or easement to an adjoining lot or parcel without the prior written consent of Developer.

3. Architectural Control Committee:

a. No home shall be constructed on any lot until the design, structural quality, exterior appearance, site plan and landscape plan have been approved in writing by the Architectural Control Committee. The home must also be in compliance with all Gulf County building regulations.

b. The Architectural Control Committee shall be composed of at least two (2), but not more than five (5) members. The initial members of the committee shall be SAMUEL L. HARMON and BARBARA G. HARMON. The initial members of this committee shall be entitled to appoint successors, provided that such successors or assignees are lot owners.

c. In the event the Committee fails to approve or disapprove any plans for construction within thirty (30) days after submission, approval will not be required; provided, however, the design, structural quality and exterior appearance reasonably conforms to existing homes in the subdivision.

d. In no event, however, shall be unfinished exterior surface of a building foundation be left exposed.

4. Dwelling size: The ground floor of the main structure exclusive of one-story open porches, carports, garages, alike areas, shall be not less than 800 square feet per unit for a one-story building nor less than 600 square feet for the ground floor of a dwelling of more than one story.

5. Accessory buildings: Accessory buildings that may include tool room or work shop may be constructed with

Architectural Control Committee approval. Any additional structures placed on any lot must be architecturally compatible with the home and must comply with all local building codes and city regulations.

6. Location of utilities: Although it is anticipated that all public utilities will be located in road rights of way, the Developer hereby reserves unto themselves, their heirs and assigns, a perpetual, alienable and releasable privilege and right, on, over and under the ground to erect, maintain and use electric, television and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, gas, water or other public conveniences or utilities on, in or over a five foot wide strip along the rear line of each lot, and over a two foot wide strip along each of the side lines of each lot, and the said Developer shall have the unrestricted right of ingress and egress thereof and to permit others to use such property for the purposes aforesaid and to cancel the same at its discretion.

7. Hedges, fences and walls: No hedge, fence or wall shall be erected, placed or altered on any lot until approval of the location, height, design, materials and manner of construction has been approved by the Architectural Control Committee. The fence shall be located only on the side and back property lines. No fence shall be erected in front of any house.

8. Trash and garbage: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage and trash containers must be underground or placed in wall areas so that they will not be visible from the street or adjoining lot. All other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which

may be or may become an annoyance or nuisance to the neighborhood.

10. Property maintenance: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

11. Burning or fires: No burning of trash or underbrush shall be permitted unless all governmental regulations have been complied with.

12. Amendment: The Declaration may be amended at any time and from time to time upon the execution and recordation of any instruction executed by owners owning not less than two-thirds (2/3rds) of such lots, units or parcels as have been subjected to this Declaration, provided, that so long as Developer is the owner of any lot of any property affected by this Declaration or amendment, hereto, no amendment will be effective without Developer's express written joinder and consent.

13. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on the 29th day of July, 1999.

Signed, sealed and delivered in the presence of:

HARMON'S HEAVY EQUIPMENT COMPANY, INC.

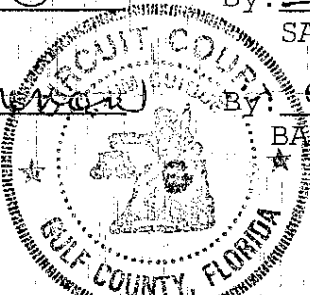
Denise Strickland  
Denise Strickland

By: Samuel L. Harmon  
SAMUEL L. HARMON, President

Barbara Mannon  
BARBARA MANNON

By: Barbara G. Harmon  
BARBARA G. HARMON, Secretary

State of Florida  
County of Gulf



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SAMUEL L. HARMON and BARBARA G. HARMON as President and Secretary, respectively, of HARMON'S HEAVY EQUIPMENT COMPANY, INC., who produced the following identification:

PERSONALLY KNOWN TO ME, to me known to be the person(s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.