

**FILE #3264044 RCD: 3/13/2019 8:45 AM, BK: 3388 PG: 3731, RECORDING: \$51.00 RECORDING ARTICLE V: \$44.00
DEPUTY CLERK BHILL
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

STATE OF FLORIDA

COUNTY OF OKALOOSA

**RENEWAL, EXTENSION, AND RESTATEMENT OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR RAINTREE ESTATES, UNIT TWO**

WHEREAS, *MIDSOUTH DEVELOPMENT CORPORATION OF FORT WALTON BEACH*, a Florida Corporation ("MIDSOUTH"), owned the following property in Okaloosa County on April 5, 1989:

Raintree Estates, Unit Two, Okaloosa County, Florida according to the plat thereof, filed in Plat Book 8, Page 23 and 24 of the Public Records of Okaloosa County, Florida.

WHEREAS, MIDSOUTH encumbered and restricted all of said lots and property in said subdivision by the "Covenants, Conditions and Restrictions ("Covenants") recorded in Official Records Book 1623, Page 331, Public Records of Okaloosa County, Florida, a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Paragraph 21 of said Covenants provides that said Covenants shall be binding on all of said lots and property in the subdivision until April 5, 1999, and further provides that the Covenants may be extended for additional periods of ten (10) years each by agreement of the owners of a majority of the lots in the subdivision subject to said Covenants; and

WHEREAS, the owners of 64% of subdivision lots, and in accordance with the requirements of paragraph 21 of the Covenants recorded in Official Records Book 1623, page 331, Public Records of Okaloosa County, Florida, said Covenants were renewed, extended, and reinstated for Raintree Estates, Unit Two, for an additional period of ten (10) years, executed and made effective the 5th day of April, 1999, and recorded in Official Records Book 2204, Page 3953, Public Records of Okaloosa County, Florida; and

WHEREAS, the owners of 56% of subdivision lots, and in accordance with the requirements of paragraph 21 of the Covenants recorded in Official Records Book 1623, Page 331, Public Records of Okaloosa County, Florida, said Covenants were renewed, extended, and reinstated for Raintree Estates, Unit Two, for an additional period of ten (10) years, executed

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and made effective the 5th day of April, 2009, and recorded in Official Records Book 2881, Page 4846, Public Records of Okaloosa County, Florida; and

WHEREAS Raintree Estates, Unit Two, consists of 67 residential lots and the parties to this Extension ("Owners") together own 46 lots consisting of 68 % of the lots in the subdivision; and

WHEREAS, the Owners desire to renew, extend and reinstate said Covenants for an additional period of ten (10) years.

NOW THEREFORE, pursuant to the authority vested in the undersigned Owners, as successors in interest to MIDSOUTH, as owners of 68% of the subdivision lots, and in accordance with the requirements of Paragraph 21 of the Covenants recorded in Official Records Book 1623, Page 331, Public Records of Okaloosa County, Florida, the undersigned Owners hereby renew, extend, and reinstate the Covenants, Conditions and Restrictions for Raintree Estates, Unit Two for and additional period of ten (10) years, restricting the lots and property in the subdivision known as Raintree Estates, Unit Two, in the same manner as set forth in the original Covenants attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned Owners have caused this instrument to be executed and made effective on 12 March 2019.

Signed, sealed and delivered
In the presence of:

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King

OWNERS:

1 Lot No: 14 Dawbury

Maricela Raap-Hamrick Raap
Robert B. Raap, Jr. W. H. H.

2 Lot No: 203 Hampton Ct South
Richard L. Hickson-Richard L. Hickson
Joan M. Hickson Joan M. Hickson

3 Lot No: 120 W. Hampton Ct
William Moorman Wm Moorman
Janet Moorman Janet Moorman

4 Lot No: 207 S. Hampton Ct
Dianne Thomas Dianne Thomas
John Thomas John Thomas

5 Lot No: 38 Hampton Circle
Laurie L. Durham Laurie L. Durham
Danny D. Durham Danny D. Durham

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(Printed Name of Witness)

Cynthia G. King
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 (Printed Name of Witness)

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Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

Laurie L. Durham
 Laurie L. Durham
 (Printed Name of Witness)

Cynthia G. King
 Cynthia G. King
 (Printed Name of Witness)

6 Lot No: 19 Hampton Cir
 Michael Lewis Michael Lewis
 Sarah Lewis Sarah Lewis

7 Lot No: 44 Hampton Circle
 STEPHEN W. HANCOCK Stephen W. Hancock
 Barbara Hancock Barbara Hancock

8 Lot No: 116 W. Hampton Ct
 TRACEY MURR Tracey Murr
 James Murr James Murr

9 Lot No: 60 Hampton Circle
 Harrison H. Whitins Harrison H. Whitins
 Leguere Whitins Leguere Whitins

10 Lot No: 34 Hampton Circle
 Anne Smith Anne Smith
 Anne T. Smith Anne T. Smith

11 Lot No: 101 W Hampton Cir
 Michelle Trivino Michelle Trivino
 Eduardo Trivino Eduardo Trivino

12 Lot No: 45 Hampton Circle
 KIM M'OUAT KIM M'OUAT
 Doug M'OUAT Doug M'OUAT

13 Lot No: 10 Danbury Ct.
 Shaun Mitchell Shaun Mitchell
 Mitchell Mitchell

14 Lot No: 104 W Hampton Ct
 Mischele B. de Vos Mischele B. de Vos
 David L. de Vos David L. de Vos

15 Lot No: 30 Hampton Cir
 Blake E. Boswell Blake E. Boswell
 Catherine Boswell Catherine Boswell

16 Lot No: 61 Hampton Cir
 Sharon Connolly Sharon Connolly
 DENNIS CONNOLLY DENNIS CONNOLLY

17 Lot No: 12 HAMPTON CIR
 PAT REYNOLDS PAT REYNOLDS
 JAMES REYNOLDS JAMES REYNOLDS
 James Reynolds James Reynolds

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Cynthia G. King
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Laurie L. Durham
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(Printed Name of Witness)

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(Printed Name of Witness)

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(Printed Name of Witness)

18 Lot No: 11 Hampton Circle
Susan Sharp

19 Lot No: 7 Hampton Circle
LANA N. RUMMEL
Charlita Rummel

20 Lot No: 8 Hampton Circle
Brenda Swahn Brenda Swahn

21 Lot No: 108 W Hampton Ct
SHARON BENNETT Sharon Bennett

22 Lot No: 215 S. Hampton Ct
STEPHEN ENSLEY
JENNIFER ENSLEY

23 Lot No: 30 Hampton Cir
Jill Frazier Paula Frazier
Jeffrey Frazier

24 Lot No: 53 Hampton Circle
JEFFREY SOBEL

25 Lot No: 35 Hampton Circle
ROBERT LYLE LUNSFORD
Robert Lyle Lunsford 135 HAMPTON CIRCLE
Dianna Lunsford • GINGER LUNSFORD

26 Lot No: 210 Hampton Ct S
JASON DAY
Lauren Day

27 Lot No: 216 Hampton Ct. S.
Lacey Powell Clark L Powell Clark
JAMES C. CLARK

28 Lot No: 48 Hampton Circle
ANALIZA NORMAND
KENNETH NORMAND

29 Lot No: 57 Hampton Circle
Michael T. Smith, Michael T. Smith
Elana Smith, Elana Smith

30 Lot No: 56 Hampton Circle
Maryann Royall Maryann Royall
Travis Royall

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(Printed Name of Witness)

Cynthia G. King
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 (Printed Name of Witness)

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 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

Cynthia G. King
Cynthia G. King
 (Printed Name of Witness)

31 Lot No: 113 West Hampton Court
Andrea Mountain
Andrea Mountain, Richard Mountain

32 Lot No: 8 Pembroke Ct
Linda L Ramsdell
Linda L Ramsdell

33 Lot No: 112 West Hampton Ct.
Amy McCord Oblon
Jeffrey Oblon

34 Lot No: 15 Newcastle Ct
Craig Blessing
Christina Blessing

35 Lot No: 12 Pembroke Ct
Helen E. Perkins
Helen Perkins

36 Lot No: 16 Pembroke Ct
William B. Hartley
William B. Hartley

37 Lot No: 19 Newcastle Ct
Carol Giguere
Carol Ann Giguere

38 Lot No: 117 West Hampton Court
Nancy Altman
Ronald Altman

39 Lot No: 15 Hampton Circle
Wicerville FL 32578
Paul Welch
Anna Welch, Clara Welch

40 Lot No: 6 Pembroke Ct
Sharon Durratt
Sharon Durratt

41 Lot No: 19 Pembroke Ct
Michael White

42 Lot No: 31 Newcastle Ct
Dennis Schneider
Jean Schneider

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Cynthia S King
Cynthia G. King
(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

43 Lot No: 11 Newcastle Carlotta
CARLOTTA RITENOUR Ritenour
Wynne R. Ritenour

44 Lot No: 7 Newcastle
Debra Wells Peckham

45 Lot No: 26 Newcastle St
Derek H. Abel Frank R. Abel
Diane M. Abel Chae Drake

46 Lot No: _____

47 Lot No: _____

48 Lot No: _____

49 Lot No: _____

56 Lot No: _____

5/ Lot No: _____

52 Lot No: _____

53 Lot No: _____

54 Lot No: _____

55 Lot No: _____

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(Printed Name of Witness)

Cynthia G. King
Cynthia G. King
(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

(Printed Name of Witness)

416 Lot No: 105 W. HAMPTON CT
RICHARD K. BIVENS
KAREN D. BIVENS

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

Lot No: _____

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COVENANTS, CONDITIONS AND RESTRICTIONS:

STATE OF FLORIDA)
)
 COUNTY OF OKALOOSA)

**** OFFICIAL RECORDS ****
BK 1623 PG 331

MIDSOUTH DEVELOPMENT CORPORATION OF FORT WALTON BEACH, a Florida corporation, hereinafter called "Midsouth", being the owner of the following described property in the County of Okaloosa, State of Florida, to-wit:

Raintree Estates, Unit Two, Okaloosa County, Florida
 according to the plat thereof filed in Plat Book 8 ,
 Page 23624 of the Public Records of Okaloosa County,
 Florida.

desiring to restrict the use of the said property for the benefit thereof and to promote its development, does hereby encumber all of the above described property with restrictive covenants as herein set forth and declares that such restrictive covenants shall apply to and bind it, its successors and assigns, for the term set forth hereinafter and that said covenants shall run with the land, to-wit:

1. All lots in the subdivision referred to above shall be known and described and used and occupied as residential lots. The term "residential" as used herein shall be held and construed to exclude hospitals, nurseries, duplex houses and apartment houses and to exclude any refining or quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operation; and any such usage of this property is hereby expressly prohibited.
2. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of a residence on a portion of two or more lots as shown on above referred to subdivision plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.
3. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite, provided the lot frontage of such homesites shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the homesites shall not be less than the square footage contained in the smallest platted lot of the subdivision.
4. No structure shall be erected, altered, placed or permitted to remain on any building lots, other than one detached single family dwelling, not to exceed two stories in height except swimming pools, docks, and boathouses as hereinafter provided.
5. The word "house", or "residence", or "building", or "structure" or "dwelling" as used herein, including references to building lines, shall include galleries, porches, porte cocheres, projections, and every other permanent part of such improvements, except roofs, and air conditioning compressor slabs; however, with the written consent of an officer of MIDSOUTH or its designated representative, open porches and open garages will be permitted outside of building lines provided that they do not encroach upon another homesite.
6. No dwelling or residence shall be permitted upon any homesite in the subdivision which does not have a ground floor area for the main structure, excluding a carport, garage, utility and storage area of the following:
 - (1) A minimum of 1800 square feet, or
 - (2) In the case of a 1-1/2 or 2 story building the ground floor area shall be a minimum of 1000 square feet.
7. No out buildings, garages or servants houses shall be erected except for the personal use of the property owner or for the use of

Exhibit A

servants engaged on the premises.

8. No building materials or temporary building of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line; and any such temporary building or structure of any such temporary structure or building shall not be used for residential or sales office purposes either during construction, or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

9. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. Any building located on any homesite in the subdivision must have written approval of MIDSOUTH of plot plans describing location and position of buildings to be constructed prior to the commencement of any construction. In the event that MIDSOUTH shall disapprove the design or location, the property owner may hereafter submit such building plans and specifications and plot plan showing the location of such building to a committee of the corporation for their review, which committee shall consist of one officer of the corporation, a licensed Florida architect, and any employee of MIDSOUTH.

No building shall be located on a residence homesite in the subdivision at any point nearer than 40 feet from the front subdivision lot line. No building shall be located nearer than 20 feet to the rear lot line of any homesite in the subdivision. No building shall be located nearer than 40 feet to the water line at mean tide regarding waterfront homesites.

No building nor detached garage shall be located nearer than 10 feet to side lot line nor nearer than 15 feet to a side street line of any corner lot. With respect to corner lots, a side street line shall be that lot line bordering a street opposite any side of a house except the front. The waiver provisions of paragraph 11 of these covenants shall apply to the foregoing setback requirements. No structure, except a boathouse, dock, retaining wall, seawall, bulkhead, jetty or swimming pool may be erected within a setback of 25 feet from the high water mark existing at the time such structure is being erected as to any lot bounded by water.

11. No building, swimming pool, boathouse, dock, jetty or other structure shall be erected, placed or altered on any building lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation by an officer of MIDSOUTH or a representative designated by it. In the event that an officer of MIDSOUTH or its designated representative, files to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to such corporation, or in any event, if not suit to enjoin the erection or the making of such alteration or construction has been commenced prior to completion thereof, such approval shall not be required and those covenants shall be deemed to have been fully complied with, provided, however, that this waiver provision shall not apply to any dock, swimming pool, boat-house, bulkhead, jetty, or other structure not connected with the main dwelling which is connected to or built upon any subdivision lot or the submerged land in bounding any subdivision lot and such structures must be approved by an officer of MIDSOUTH or its representative. Neither MIDSOUTH nor its officers, nor its representative, shall receive any compensation for services performed pursuant to these covenants. The powers and duties of the officers of MIDSOUTH or its designated representative, shall cease on or after April 5, 1999. Thereafter the approval described in these covenants shall not be required unless prior to said date a written instrument is executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the officers of MIDSOUTH or its designated representative.

12. Swimming pools, docks, boathouses, bulkheads, jetties, sea-walls and similar structures may be installed only after obtaining written approval as to type, location, construction material and design provided in paragraph 11 above.

13. No garbage, trash, ashes, refuse, inoperative vehicles, travel trailers or house trailers, junk or other waste shall be thrown, or dumped, on any lot, park, street, or alley in the subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers.

14. No animals, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on any lots, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

15. Fences, walls and hedges are permitted along, but inside the property lines adjoining streets, but not closer to the front or side street than the applicable side yard or setback line for the house or residence. No fence, wall, or hedge shall be placed on any portion of any fence, hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachment shall be removed upon the request of the owner of the adjoining property. Should any encroachment be upon a right-of-way, street, alley or other easement, it shall be removed promptly upon request of MIDSOUTH or its duly designated representative, and such encroachment shall be wholly at the risk of the owner of the encroaching object. No fence or wall may be constructed until written approval is obtained from an officer of MIDSOUTH or its duly designated representative, as to design and material to be used in the construction of said fence or wall.

16. No signs of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet in said area advertising the property for sale or rent or signs used by a builder to advertise the property during the construction or sale of such property.

17. No outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes, shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, right-of-way abutting any homesite property line, within fifteen days after the beginning of visible construction of improvements upon any particular homesite and written notification requesting water be made to the governmental body or utility company or person then having the right to install water lines in the subdivision.

18. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug on the restricted land, except wells for lawn pump purposes, and, in the paragraph 17, then wells for human consumption; and, except swimming pools, docks or boat slips.

19. MIDSOUTH or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they had been expressed herein.

20. Violation of any restriction or covenant, except such violations as have been waived by failure to take action as provided in paragraph 11 herein, shall give MIDSOUTH or its duly designated representative, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

21. These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until April 5, 1999, at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods of ten years by written and recorded agreement of a majority of the record owners on April 5, 1999, and each successive ten year anniversary date thereafter.

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**** OFFICIAL RECORDS ****
BK 1623 PG 334

22. If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceeding at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violation.

23. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

24. Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owner hereof has hereunto caused its hand and seal to be affixed this 5th day of April, 1989.



MIDSOUTH DEVELOPMENT CORPORATION
 OF FORT WALTON BEACH

By:

Charles K. Marshall, Jr.
 Charles K. Marshall, Jr.
 Its President

1234 AIRPORT RD. SUITE 102
 Destin, FL 32541

STATE OF FLORIDA)
 COUNTY OF OKALOOSA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. K. Marshall, Jr., President of Midsouth Development Corporation of Fort Walton Beach, a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation.

WITNESS MY hand and official seal in the County and State last aforesaid this 5th day of April, 1989.

Terry L. Pool
 Notary Public
 Terry L. Pool
 My Commission Expires 12/31/1990



THIS INSTRUMENT PREPARED BY:

ROBERT E. LEE
 Attorney at Law
 Post Office Box 1447
 Ft. Walton Beach, Florida 32548



FILE# 1151743
 OKALOOSA COUNTY, FLORIDA

RCD: AUG 26 1991 @ 2:41 PM
 NEWMAN C BRACKIN, CLERK