

RESTRICTIVE COVENANTS

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

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14-00

Jackie - Call

Ruckel Properties, Inc., a Florida Corporation, being the owner of the following described property in the County of Okaloosa, State of Florida, to wit:

Lots 1 through 77, Block A, Rocky Bayou Country Club Estates, Unit #1, according to plat thereof recorded in Plat Book 5, Page 45 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, and shall be binding on all grantees of the original grantor, Ruckel Properties, Inc., its successors or assigns, to wit:

1. LAND USE AND BUILDING TYPE: All lots in the subdivision referred to above shall be known, described, 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 commercial and professional uses of all types.

2. ARCHITECTURAL CONTROL COMMITTEE: No building, swimming pool 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 and location 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 the Architectural Control Committee. In the event that the Architectural Control Committee fails to approve or disapprove such design or location within thirty (30) days after plans and specifications have been submitted to such corporation, or its successors, or in any event, if no 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 these covenants shall be deemed to have been fully complied with, provided, however, that this waiver provision shall not apply to any swimming pool, bulkhead, or other structure (not connected with the main dwelling) which is connected to or built upon any subdivision lot and such structures must be approved by the Architectural Control Committee. The powers and duties of the members of the Architectural Control Committee shall cease on or after December 6, 2003. 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 Architectural Control Committee.

The Architectural Control Committee shall be composed of three members and shall be appointed by the President of Ruckel Properties, Inc., (or its successors) for a term of three years. Such members shall serve until their successors are appointed. Ruckel Properties, Inc., (or its successors) shall have the right to remove members for good cause. The Committee shall initially be composed of:

C. Walter Ruckel
Robert E. Carr
Jack B. Henderson

This instrument was prepared by
C. W. RUCKEL, JR., President
Ruckel Properties, Inc.
Valparaiso, Florida

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3. NUMBER OF DWELLINGS: Only one residence (with the exception of structures as might qualify under paragraph 8) 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 said recorded subdivisional plat map, provided such tract constitutes a homesite as defined in the succeeding paragraph.

4. HOMESITES: 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 in the subdivision.

5. TYPE OF STRUCTURE: 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 and one half stories in height except swimming pools, and structures defined in paragraphs 7 and 8, as hereinafter provided.

6. DEFINITION OF RESIDENCE: The word "house", or "residence", or "building", or "structure", or "dwelling"; as used herein, including reference to building lines, shall include galleries, porches, porte cochere, projections, and every other permanent part of such improvements, except roofs, and air conditioning compressor slabs; however, with the written consent of the Architectural Control Committee, 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 and further provided that this provision shall not be construed to permit any portion of a building, structure, or house to encroach upon another homesite.

7. DWELLING SIZE: 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 carport, garage, unheated or uncooled utility area and unheated or uncooled storage area of the following:

Lots 1 through 77, inclusive, Block A, a minimum of 1,800 square feet. In case of a 1½, 2, or 2½ story building, the ground floor area shall have not less than 1,200 square feet of floor space or living area.

8. AUXILIARY BUILDING: No out buildings, unconnected garages, servants houses or guest houses shall be erected without the express approval, in writing, of the Architectural Control Committee, after a careful examination of all the facts, including: plans, materials, specifications, harmony of design, screen planting necessary, and any other factor that might affect the desirability of the proposed structure.

9. TEMPORARY BUILDINGS: 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 street and the property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, 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.

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10. **STRUCTURE LOCATION:** No structure (except a swimming pool, barbeque pit, or other auxiliary structure as expressly permitted by the Architectural Control Committee) shall be located on a homesite in the subdivision at any point nearer than 30 feet from the front subdivision lot line, and 20 feet from the back subdivision lot line as to Lots 1 through 77, Block A, except these requirements may be waived as to Lots 1, 24, 25, 30, 49, 54, 55, 76 and 77, Block A, with the express approval of the Architectural Control Committee.

11. **INTERIOR LOT LINE SETBACKS:** No building nor detached garage shall be located nearer than 10 feet to any interior lot line. For the purpose of these covenants, eaves and steps shall not be considered as a part of the building.

12. **PLAN APPROVAL:** Any building located on any homesite in the subdivision must have written approval of plot plans describing location and position of buildings to be constructed prior to the commencement of any construction. In the event that the Architectural Control Committee 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 Ruckel Properties, Inc., for their review, which committee shall consist of one officer of Ruckel Properties, Inc., a licensed Florida architect, and a licensed registered engineer, and a majority of this committee may ultimately approve or disapprove such plans.

13. **COMPATIBILITY REQUIREMENTS:** Each home shall be located on a residence homesite in the subdivision so that it is in harmony and is compatible with other homes and homesites in the immediate vicinity. Decisions on this matter will be made by the Architectural Control Committee.

14. **REQUIREMENTS FOR SWIMMING POOLS, ETC.:** Swimming pools and similar structures may be installed only after obtaining written approval as to type, location, construction material and design from the Architectural Control Committee as provided in paragraph 2 above.

15. **DISPOSAL OF REFUSE:** No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than 30 days), 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, and put into underground receptacles built for that purpose or otherwise hidden from view at all times.

16. **HOUSE AND TRAVEL TRAILERS:** Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision.

17. **FENCES, WALLS, HEDGES:** 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 setback line for the house or residence as set out in paragraph 10. Fences, walls, and hedges may be placed on or inside of interior lot lines provided they do not encroach upon the adjoining lot without permission of the adjoining lot owner and also provided that such fences, walls and hedges do not interfere with the use of easements on any of the subdivision lots. No fence or wall shall be placed on any portion of any homesite at a height more than six feet from the ground. Should any fence, hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachments shall be

removed upon request of the owner of the adjoining property. No fence or wall may be constructed until written approval is obtained from the Architectural Control Committee as to design and material to be used in the construction of said fence or wall. Fences, walls, and hedges will be permitted on Lots 1, 24, 25, 30, 49, 54, 55, 76, and 77; with the express approval of the Architectural Control Committee first had and obtained.

18. **SIGN RESTRICTIONS:** No signs of any kind (except normal signs showing name and/or address of the resident) 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.

19. **SANITATION REQUIREMENTS:** No outdoor privy or 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, park areas or other rights-of-way abutting any homesite property line. At any time that a proper governmental agency should require the property to be connected to a governmental or private sewer system, the property owner shall connect to such system at owner's cost.

20. **EXCAVATIONS:** 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 wells for human consumption in the event water is not furnished for human consumption as provided in paragraph 19; and except swimming pools, holes for fence erection and related or similar uses.

21. **DRYING OF LAUNDRY:** No structure or apparatus may be constructed for the outdoor drying of laundry or wash except such structure or apparatus enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.

22. **NUISANCES:** 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.

23. **HORSES:** It shall not be unlawful to stable no more than four horses (or other large animals with permission of the Architectural Control Committee) on Lots 25, 26, 27, 28, 29, 30, 55, 56, and 57 in Block A, provided that the animals stabling area or enclosure shall be kept clean and orderly and free from noxious or offensive odors that would be offensive to the other lot owners in the immediate area; and shall be enclosed with a non-see-through fence, no less than five feet in height, which would restrict visibility (with respect to the other lot owners in the immediate area) of the enclosed animal from a distance greater than twenty-five feet.

24. **RAISING ANIMALS COMMERCIALY:** The raising of dogs, cats, poultry or other animals as a commercial enterprise is forbidden.

25. **UNDERGROUND SERVICE, ALL ELECTRICAL WIRES:** All cables, wires or conduits necessary for the transmission of electrical power, telephone service, or electrical or electronic impulses of all sorts shall be by underground service only, and no overhead cables or lines for such purposes shall be erected or permitted to exist upon the lots and streets of this subdivision, except the existing poles and lines (plus other lines that can utilize these same poles) already along the Golf Course Drive. These lines must be taken down and put underground prior to the expiration of five years from date of these restrictions. Telephone conduits will terminate at each individual lot line. It will then be the property owners responsibility and expense to provide a conduit equal to Southeastern Telephone Company's specification for the installation of underground service into the residence. This restriction shall also apply to all services between any main structure and any outbuildings or outlying connection.

26. **EASEMENTS GRANTED TO GULF POWER COMPANY:** Ruckel Properties, Inc., hereby grants and conveys unto Gulf Power Company, its successors, and assigns, the perpetual right to lay, bury, construct, operate,

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maintain, dig up, and repair an underground electrical distribution system, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment on, along, under and across the streets, alleys, public ways, of Rocky Bayou Country Club Estates Unit #1 in Okaloosa County, Florida, according to plat of said subdivision recorded in Plat Book 5 at Page 45 of the public records of Okaloosa County, Florida, for the transmission, distribution, supply and sale to the public of electric energy and for the purpose of selling and supplying electricity to the public for power, heat and light, and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair on each lot within the subdivision service, conduit and facilities from the property line to the point of service for all present and future customers of Gulf Power Company, its successors and assigns, within said Rocky Bayou Country Club Estates Unit #1.

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27. **DEED RESTRICTIONS:** Ruckel Properties, Inc., its successors, 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.

28. **ABATEMENT OR REMOVAL OF VIOLATIONS:** Violation of any restriction or covenant, except such violations as have been waived by failure to take action as provided in paragraph 2 herein, shall give Ruckel Properties, Inc., or its duly designated representative, the right to enter upon the property where such violations 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.

29. **TERM OF RESTRICTIONS:** 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 December 6, 2003, 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 December 6, 2003 and each successive ten year anniversary date thereafter.

30. **PROCEEDINGS AGAINST VIOLATORS:** If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in fore 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 proceedings 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 violations. In no event and under no circumstance shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

31. **PROPERTY OWNERS ORGANIZATION:** The developer of this subdivision, Ruckel Properties, Inc., may cause to be organized a non-profit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development. If such a corporation is started, the Architectural Control Committee and/or Ruckel Properties, Inc., may transfer some or all of its duties hereunder to such corporation.

32. **ATTORNEY FEES AND COURT COSTS:** If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.

33. **INVALIDATION OF ANY COVENANTS:** Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

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34. PROPERTY OWNERS ORGANIZATION: The developer of this subdivision, Ruckel Properties, Inc., may cause to be organized a non-profit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development including the maintaining of private park areas and a private lake (Lake Werk). If such a corporation is started, the Architectural Control Committee and/or Ruckel Properties, Inc., may transfer some or all of its duties hereunder to such corporation.

RECORDED
 NOV 7 12 PM 1974

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 3rd day of January A. D., 1974.

RUCKEL PROPERTIES, INC.

By: *C. W. Ruckel, Jr.*
 President

ATTEST:

Wava D. Ruckel
 Secretary

STATE OF FLORIDA
 COUNTY OF OKALOOSA

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared C. W. Ruckel, Jr., and Wava D. Ruckel, known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Secretary of Ruckel Properties, Inc., a Florida Corporation, and acknowledged and declared that they are President and Secretary of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and seal this 3rd day of January A. D., 1974.



Robert E. Carr
 Notary Public
 NOTARY PUBLIC, STATE OF FLORIDA at LARGE
 MY COMMISSION EXPIRES OCT. 28, 1976
 Bonded By American Bankers Insurance Co.

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