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This instrument prepared by
and please return to:
D. MICHAEL CHESSER
1201 Eglin Parkway
Shalimar, FL 32579

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROCKY BAYOU COUNTRY CLUB ESTATES, UNIT NO. 10**

THIS DECLARATION of covenants, conditions and restrictions, is made on the date set forth on the last page of this Declaration by RUCKEL PROPERTIES, INC., a Florida corporation, referred to in this Declaration as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Okaloosa County, State of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Also described as:

Lots 1 through 31, Rocky Bayou Country Club Estates, Unit No. 10, according to the plat thereof, as recorded in Plat Book 16, Page 50, of the Public Records of Okaloosa County, Florida.

WHEREAS, the Declarant desires to develop Rocky Bayou Country Club Estates, Unit No. 10, into a desirable and well-controlled single-family subdivision; and

WHEREAS, the Declarant believes the quality and desirability of the subdivision can best be protected by protective covenants imposed upon all lots.

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be sold and conveyed subject to the following easements, restrictions, conditions and covenants, which shall run with the title to all the real property described above and be binding on all parties having any right, title and interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of the owners thereto, the Declarant and its successors in title and others described herein.

The purpose of re-recording this document is to add the Legal Description.

ARTICLE I - DEFINITIONS

1.1. "Association" shall mean and refer to the Rocky Bayou Owners Association, Inc., its successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is a part of the property which is made subject to this Declaration pursuant to the preceding section.

1.3. "Properties" shall mean and refer to that real property described in the preamble hereof and such additions as may be brought within the jurisdiction of the Association.

1.4. "Lot" shall mean and refer to any parcel of land as described in the recorded subdivisions described in the preamble hereof and known as Rocky Bayou Country Club Estate, Unit No. 10.

1.5. "Improved Lot" shall mean a lot that has had any type of action taken by the owner or the developer to the lot, including but not limited to, clearing the lot or constructing any type of structure on the lot, but not including surveying or the installation of any utility service.

1.6. "Declarant" shall mean and refer to Ruckel Properties, Inc., its successors and assigns.

1.7. 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.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

2.1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2.2. Voting Rights. The Association shall have one (1) class of voting membership. All owners of lots, including the Declarant, shall be members. When more than one (1) person has an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as its owners determine; but in no event shall more than one (1) vote be cast with respect to any lot. In the event any individual or entity owns more than one (1) lot, such individual or entity shall be entitled to one (1) vote for each lot owned.

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ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligations for Assessments. Each owner of any improved lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or membership dues and (2) special assessments for capital improvements, provided for in the Association's By-Laws, such assessments to be established and collected as provided. The annual and special assessments, together with interest, cost and reasonable attorney fees incurred in the collection thereof with or without litigation, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made.

4.2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and for such improvements and maintenance as the Association deems necessary.

4.3. Maximum Annual Assessment or Membership Fee. Until January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual membership fee shall be \$40.00 per lot as to all lots subject to this Declaration. The Board of Directors of the Association may set the annual assessment or membership fee in accordance with the following provisions:

(a) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum annual assessment or membership fee of all lots subject to this Declaration be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without the vote of a majority of the membership.

(b) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum annual assessment or membership fee may not be increased above the percentage set forth above without the vote in favor thereof by at least two-thirds (2/3) of the members of the Association at a duly called meeting for that purpose.

4.4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots in Rocky Bayou Country Club Estates, Unit No. 10, on the first day of the month following the recording of their conveyance from the Declarant. So long as the Declarant holds title to any lot, that lot will not be subject to an assessment. Developer reserves the right to require a non-refundable deposit of the first year's assessment.

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4.5. Special Assessments for Capital Improvements. In addition to the annual assessment or membership fee authorized above, the Association may levy, in any assessment year, a special assessment of no more than \$25.00, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the common area, including fixtures and personal property related thereto. One-time assessments greater than the \$25.00 must be approved by two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present as hereinafter defined.

4.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and the Board of Directors may allow payment of annual and special assessments on a monthly or quarterly basis.

4.7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest annual rate of interest then permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of the lot. Suspension of voting rights shall not suspend liability for the assessments provided herein.

4.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. Such lien shall remain a personal debt of the owner foreclosed upon.

4.9 Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3. or 4.5. of Article IV shall be sent to all lot owners no less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements.

ARTICLE V - ARCHITECTURAL CONTROL

5.1 The Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) members and will serve a term of three (3) years. Members shall serve until their successors are appointed. Initially, two (2) members will be appointed by the Declarant, Ruckel Properties, Inc., and one (1) member will be appointed by the Association. They may be removed for good cause by the authority that appointed them. The duties of the Architectural Control Committee include formulating and enforcing architectural and landscaping regulations, specifications, procedures, guidelines and policies and to review, approve or reject all architectural submissions.

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5.2. Single Family Residence. No structure shall be erected, altered, placed or permitted to remain on any building lots, other than one detached single family dwelling, except swimming pools and structures herein otherwise defined. No building or structure intended for or adapted to business purposes and no apartment house, lodging house, rooming house, hospital, sanitarium, doctor's office, or other professional or office type structure shall be placed, permitted or maintained on such premises or any part thereof.

5.3. Homesite. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of one residence on a portion of two or more lots as shown on said recorded subdivisional plat map, provided such tract constitutes a homesite defined as follows: Parts of two or more adjoining lots facing the same street in the same block, provided the lot frontage of such homesite and of the lots from which it was created shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of such homesite shall not be less than the square footage contained in the smallest platted lot in the subdivision.

5.4. Approval. No lot shall be cleared nor any building or structure erected, placed or altered on any building lot in the subdivision, until the plans, material, specifications and plot plan showing the location, position, and design of such building or structures have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider factors which include, but are not limited to the conformity and harmony of external design and location with existing structures in the subdivision and in the immediate vicinity, the quality of design, workmanship and materials, and the location of the buildings or other structures with respect to topography and finished ground elevation.

5.5. Exterior Appearance. The exterior surface of the residences within the subdivision shall be primarily stucco and brick; no vinyl siding shall be permitted. Roofs of the residences shall have a minimum slope of 5/12. Driveways shall be no wider than twelve (12') feet, except for in parking areas. Owners shall construct a poured concrete sidewalk parallel to the road or roads adjacent to their lot, a minimum of four (4') feet in width at the time of the installation of the driveway.

5.6. Sidewalks. If the Developer requests, the Owners of lots 26 & 27 and 28 & 29 shall pour a concrete sidewalk across the vacant property between and adjacent to their lots. Each lot owner shall pay one half of the cost of the sidewalk between his lot and the adjoining lot.

5.7. Tree removal. It is the policy of the Developer to preserve hardwood trees in excess of twelve (12") inches in diameter, if possible. Therefore, such trees are not to be cut without approval of the Developer or Architectural Review Committee, unless the tree is within an area to be built upon. Any tree which is twelve (12") inches in diameter or greater which is removed will be replaced by planting a suitable hardwood tree on the lot.

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5.8. Waiver. In the event the Architectural Control Committee fails to approve or disapprove the proposed plans, material specifications and plot plan of a proposed structure within thirty (30) days from the date of written submission to Declarant, such approval shall not be required and these covenants shall be deemed to have been fully complied with. 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.

5.9. Ground Floor Area. No dwelling or residence shall cover more than forty-five (45%) percent of the lot. 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 31, inclusive, a minimum of 2,100 square feet. In case of a 1 1/2, 2 or 2 1/2 story building, the ground floor area shall have not less than 1,600 square feet of floor space or living area.

5.10. Building Height. The Architectural Control Committee may limit the height of houses where the committee believes a 1 1/2, 2, 2 1/2 or 3 story building would violate the design of the subdivision or the privacy of the neighbors.

5.11. Garages. No dwelling or residence shall be permitted upon any homesite in the subdivision which does not have a garage which shall have the capacity for at least two automobiles. No garages shall be converted into living space. No carports shall be built on any lot.

5.12. Building Materials and Temporary Buildings Related to Construction. 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. Then such materials 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 lines. No such temporary building or structure of any kind shall be used for other than construction purposes. Expressly, such temporary structure or building shall not be used for the residential or sales office purposes either during construction or thereafter. It shall be removed immediately upon completion of construction, or within eight (8) months after such materials or temporary building was placed thereon, whichever is sooner. Each lot during construction must maintain a dumpster and portable toilet which are not allowed to be placed on the Right-of-Way at anytime.

5.13. Swimming Pools, Detached Garages and Similar Structures. No swimming pool, detached garage, or other structure (whether or not connected to the main dwelling), shall be installed and/or constructed without the express, written approval of the Architectural Control Committee. Additionally, no structure of a temporary (or permanent) character, to include, but not limited to the following, shall be constructed and/or installed without the prior written approval of the Architectural Control Committee: tent, shack, barn, tree house, boat house, club house, gazebo, and storage shed. Such approval MUST be obtained as to the proposed plans, specifications, location, construction materials and design, harmony of the design, necessity of screen planting, and any other action that might affect the desirability of the proposed structure. Said approval is subject to the restrictions contained within the applicable building codes.

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5.14. Lot Line Restrictions. No swimming pool, detached garage, barbecue pit, or other auxiliary structure, unless expressly permitted by the Architectural Control Committee, shall be located on a homesite in the subdivision at any point nearer than thirty (30) feet from the front subdivision lot line and twenty (20) feet from the back subdivision lot line. No building, detached garage, swimming pool or other auxiliary structure shall be located nearer than ten (10) feet to any interior (side) lot line. For the purpose of these covenants, eaves and steps shall not be considered a part of the building. For fence placement, see Article VII, Section 7.8.

5.15. Sod. All Owners in the subdivision must sod their yard facing the road up to the curb, and if they own a corner lot, all areas facing a road must be sodded. Sod must be in place at the time of completion of home. In addition, depending upon topography, side and rear yards must be sodded if necessary to prevent erosion. The owner will preserve swales and other drainage facilities, whether provided naturally or by the Declarant or project engineer.

5.16. Transfer of Architectural Control. When all lots in Unit 10 have been sold, the composition and terms of the Architectural Control Committee will be determined by the Association.

ARTICLE VI - EASEMENTS

6.1. Easements. Generally, there exists a 7 1/2 foot easement on each side of each lot line for drainage and/or utilities and a 7 1/2 foot easement for drainage and/or utilities along each rear lot line. Maintenance of privacy hedges, if any, will be the joint responsibility of the adjoining lot owners.

6.2. Underground Service. 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. 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 Central Telephone Company's specifications 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.

6.3. Gulf Power Company. Declarant hereby grants and conveys unto Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, 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 and public ways of Rocky Bayou Country Club Estates, Unit Number 10, in Okaloosa County, Florida, according to the plat of said subdivision recorded in the Public Records of Okaloosa County, Florida, for the transmission, distribution, supply and sale to the public for 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, for 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 Number 10. It is intended that this installation be within the side yard easement area, where practical and feasible to do so.

ARTICLE VII - OTHER USE RESTRICTIONS

7.1. These restrictions shall apply to all land described in this Declaration and any additional land encompassed by the same Association.

7.2. Vehicles and Boats. No construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. No travel trailers or recreational vehicles shall 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. No house trailers shall be permitted to remain within the limits of this subdivision. Travel trailers, recreational vehicles, boats and boat trailers may not be parked permanently on any street in the subdivision; they may be kept on residential lots but must be screened by a fence or shrubs so that they are hidden from the streets, golf course or neighbor's lot. Such determination shall be made by the Architectural Control Committee.

7.3. Attachments. Satellite dishes with a diameter not exceeding 19 inches may be allowed as long as the location and method of screening the device from view are approved by the Architectural Control Committee. No antenna, T.V. dish exceeding 19 inches in diameter or any other attachment to any roofs or structures or positioned on any lot or common area within the subdivision shall be permitted without the written consent of two-thirds (2/3) of the owners of lots which are subject to this Declaration.

7.4. Mailboxes. Only a mailbox or newspaper receiving box of the types approved by the Developer may be erected or located on any lot. Each mailbox shall comply with U.S. Postal Service regulations and local ordinances. No other receptacle of any kind for use in the delivery of mail or newspapers or similar material may be erected or located on any lot. Mail box selection and location must be submitted as part of house plans for Architectural Control Committee approval.

7.5. Sign Restrictions.

a. Only the normal sign showing name and/or address of the resident shall be displayed permanently to the public on any residential lot upon approval by the Architectural Control Committee. Temporary signs may be placed on the property advertising a home under construction or for sale or rent.

b. Signs advertising a home for rent or sale will be located no closer than ten (10) feet from the curb. The standard form is to be eighteen (18) inches high and twenty-four (24) inches wide and rectangular in shape. The total height of the sign may be no higher than three (3) feet from the ground. Removable riders may be placed under the sign, which state "Under Contract", "Open House", "Sold" or any other information approved by the Architectural Control Committee.

c. "Under construction" signs do not have to comply with the size and shape requirements listed above, however such sign shall be no longer than thirty (30) inches wide and no higher than thirty-six (36) inches. The construction sign shall be erected at the time of commencement of construction and shall be promptly be removed at the completion of construction.

d. No signs shall be allowed on vacant lots other than the standard lot ownership sign or a for sale sign.

e. The Association shall have the absolute authority to remove and retain, without notice, any sign which is prohibited, nonconforming to the specifications provided herein or not having the prior approval of the Architectural Control Committee. Any question of permissibility of a sign is to be resolved by the Architectural Control Committee.

7.6. Refuse. No garbage, rubbish, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty [30] days), junk or other waste shall be thrown, or permitted to remain upon any such place. All garbage shall be kept in sanitary containers, as may be prescribed by the Board of Directors of the Association, and said containers shall be hidden from view except on collection days.

7.7. Pets and Animals. No person shall have, keep or maintain on any lot as defined herein any fowl or animal, domestic or otherwise, except domestic house pets; and, in particular, no more than two animals (cats or dogs) may be maintained on any one lot at any time. Such animals shall not be permitted to trespass upon the common area or another lot without the consent of such lot owner or, as to the common areas, without the consent of the Board of Directors of the Association. Such animals must be on a leash at all times when not confined. Violation of this requirement shall cause the imposition of such fine as the Board of Directors shall judge reasonable and shall be added to the assessment of the lot where the animal is usually kept.

7.8. Fences, Walls and 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 Article V of this Declaration. Generally, fences, walls and hedges may be placed on or inside the interior lot line 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 shall be placed further forward than the lot line restriction of thirty (30) feet, see Article V, 5.13. No fence or wall shall be placed on any portion of any homesite at a height more than six (6') feet from the ground. Should any fence, hedge, shrub, 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 nor may a hedge be planted without the prior, written approval of the Architectural Control Committee as to the accurate description of the proposed location, material and design of said fence, wall or hedge. Said approval is subject to the restrictions contained within the applicable building codes. There shall be no fences or walls of any kind erected which exceed a height of 3 1/2 feet to the rear of the building on any lot that directly abuts the Golf Course.

7.9. Motorist's Vision to Remain Unobstructed. No structure or planting (including but not limited to a fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed or located on any lot if the location of same will, in the sole judgment and opinion of the Architectural Control Committee, obstruct the vision of motorists traveling on any of the streets. Each owner acknowledges that the Architectural Control Committee shall have the right, but not a duty, to enforce these limitations of obstruction of visibility.

7.10. Clotheslines. No structure or apparatus may be constructed for the outdoor drying of laundry or wash except such structures or apparatus enclosed in such a way that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five (25) feet.

7.11. Water Service. Water services are provided by the City of Niceville. 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 and other rights-of-way abutting any homesite property line.

7.12. Excavation. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole or any kind be dug on the restricted land, except wells (see Section 7.11 of this Declaration) and except swimming pools, holes for fence erection and related or similar uses.

7.13. Noxious or Offensive Activities. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7.14. Fuel Tanks. No fuel tanks of any kind shall be erected, placed or permitted on any part of any lot, except small gas tanks for the operation of a barbecue grill.

7.15. Lot Appearance. The owner of each lot, whether such lot be improved or unimproved, shall keep such lot and the area between the property line of the lot and the paved surface of any abutting street free of trash and rubbish, and shall at all times keep such lot and adjacent area bordering the paved surface of a street in a neat and attractive condition. In the event the owner of any lot fails to comply, the Declarant and/or Owner's Association, shall, after giving written notice to the property owner, have the right, but not the obligation, to go upon such lot and adjacent area and remove the rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain or to place the property and adjacent area in a neat and attractive condition, all at the expense of the owner of such lot. The expense shall be payable by such owner to the Declarant or Architectural Control Committee on demand.

7.16. Home Appearance and Maintenance. The owner and/or occupants of each home shall keep their house neat and attractive and shall perform such maintenance, both interior and exterior, as may be reasonably necessary to protect the value of neighboring property.

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7.17. Use of Golf Course. The fairways, tees, greens, and roughs of the golf course are reserved for the exclusive use of golfers who have officially registered for play in accordance with the procedures then in effect as designated by the golf course, Rocky Bayou Country Club. No resident, regardless of club membership status, shall start play without registering for play. Pets shall not be allowed access to any portion of the golf course.

7.18. Resubdividing. No lot shall be resubdivided such that any one lot as platted is divided and conveyed as more than one lot.

7.19. Violations. The Declarant at all times or the owners of two-thirds (2/3) of the lots which shall then be subject to this Declaration shall have the right to waive any violation or vary any provision of these covenants. No such waiver or variance shall be construed to permit waiver of any other covenant herein or change the general scheme of development of the subdivision.

7.20. Applicability of Covenants and Restrictions.

(a) The covenants and restrictions contained in this Declaration shall run with the land described in the plat of Rocky Bayou Country Club Estates, Unit No. 10, and such covenants and restrictions shall become part of all deeds, contracts or conveyances of any "lot" which are subject to this Declaration and shall be binding on all parties and persons obtaining title to such lots or such persons who claim under the owners of such lot until January 1, 2026, at which time such covenants and restrictions in this Article shall be automatically extended for successive additional ten (10) year periods unless terminated by written agreement of two-thirds (2/3) of the then record owners of such lots subject to this Declaration, which agreement must be recorded before the beginning of the next applicable ten (10) year extension.

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

(c) Declarant, its successors and assigns, 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 have been expressed herein.

(d) 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.

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ARTICLE VIII- GENERAL PROVISIONS

8.1. Enforcement. The Association, or any "owner" shall have the right to enforce, by any proceeding at law or in equity, all the terms and provisions of this Declaration. Failure by the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2. Litigation. In the event of litigation to enforce any of the terms of this Declaration, the successful party shall be entitled to recover reasonable attorney fees and court costs from the unsuccessful party in such litigation.

8.3. Builders Fine. The Declarant shall fine all builders who use red clay during the construction of a residence as the red clay causes problems to the drainage system. The amount of the fine shall be the approximate amount of the cost of repair to the drainage system to be estimated by the Developer.

8.4. Financial Statements. The Association shall make available to owners, and lenders and holders, insurers or guarantors of first mortgages, current copies of the Declaration, By-Laws and those rules concerning the subdivision, and the books, records and financial statements of the Association, upon request during normal business hours, or under other reasonable circumstances. The holder of fifty (50%) percent of the first mortgages shall be entitled to have an audited financial statement for the immediately preceding fiscal year of the Association, prepared at their expense, if one is not otherwise available.

8.5. Declarant's Authority. Declarant may unilaterally alter, change or revise these covenants and restrictions to enhance the development at any time.

8.6. Amendment. The terms, conditions and covenants of this Declaration may be amended by an instrument executed by not less than one-half (1/2) of such owners. Any such amendment must be recorded. If any conflict arises between the Declarant's amendments and those of the owners, the Declarant's amendments will prevail.

8.7. Liability of Architectural Control Committee, its Members and Declarant. The Declarant has sought by this Declaration to assure the long term value and desirability of this subdivision. Declarant, the Architectural Control Committee, and the individual members of the Architectural Control Committee will continue to exercise its judgment consistent with the purposes of these terms, conditions and covenants. However, neither Declarant nor any member of the Architectural Control Committee will have liability for failure to assure or provide for the safety of any owner or guest by virtue of any discretionary decision or design allowed or made by the Declarant, the Architectural Control Committee, or by any member of the Architectural Control Committee.

DECLARATION OF ROCKY BAYOU
COUNTRY CLUB ESTATES, Unit No. 10
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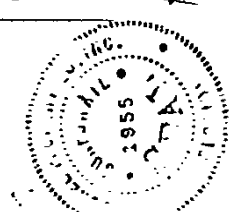
IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused their hands and seals to be affixed hereto on this 19th day of June, 1996.

ATTEST:

Darlene B. Taylor
Darlene B. Taylor
As its: Secretary

RUCKEL PROPERTIES, INC.

By *James P. Ruckel*
James P. Ruckel
As its: Vice President

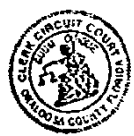
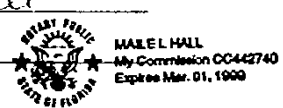


STATE OF FLORIDA
COUNTY OF OKALOOSA

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of June, 1996 by JAMES P. RUCKEL, Vice President and DARLENE B. TAYLOR, as Secretary (respectively) of RUCKEL PROPERTIES, INC., a Florida corporation, who are personally known to me or who have produced their driver's license as identification and who ~~did~~ did not take an oath.

(seal)

Maile L. Hall
NOTARY PUBLIC
Maile L. Hall
Print or type name
My commission expires: _____



FILE # 1488449 RCD: Jun 20 1996 @ 03:38PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl



Land Surveyors/Engineers

Gustin, Cothorn & Tucker, Inc.

121 Hart Street
Niceville, Florida 32578

Telephone
(904) 678-5141

**** OFFICIAL RECORDS ****
BK 2006 PG 1279

EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land situated in Section 4, Township 1 South, Range 22 West, Okaloosa County, Florida, and being more particularly described as follows:

BEGINNING at the southernmost corner of Lot 13, Rocky Bayou Country Club Estates Unit No. 5, according to plat thereof recorded in Plat Book 10, Page 52 of the public records of Okaloosa County, Florida, thence run along the westerly line of Rocky Bayou Country Club Golf Course Fairway No. 1 the following courses: S23°54'05"W for 271.68 feet; thence S14°50'13"E for 101.77 feet; thence departing said westerly line run S84°44'24"W for 163.60 feet to on the easterly right-of-way line of proposed Ruckel Drive (60' R/W), lying on a curve concave to the northwest and having a radius of 380.00 feet; thence run southwesterly along said curved right-of-way line through a central angle of 13°16'19", an arc distance of 88.02 feet (chord = 87.83 feet, chord bearing = S15°58'56"W) to the point of tangency of said curve; thence run S22°37'06"W for 43.42 feet to the point of curvature of a curve concave to the northeast and having a radius of 180.00 feet; thence run southeasterly along said curve through a central angle of 112°31'50", an arc distance of 353.52 feet (chord = 299.38 feet, chord bearing = S33°38'49"E) to a point of reverse curve being concave to the southwest and having a radius of 490.63 feet; thence run southeasterly along said curve through a central angle of 20°41'20", an arc distance of 177.16 feet (chord = 176.20 feet, chord bearing = S79°34'04"E) to the point of tangency of said curve; thence run S69°13'24"E for 57.63 feet to the point of curvature of a curve concave to the northeast and having a radius of 370.00 feet; thence run southeasterly along said curve through a central angle of 27°15'24", an arc distance of 176.02 feet (chord = 174.36 feet, chord bearing = S82°51'05"E) to the point of tangency of said curve; thence run N83°31'13"E for 85.21 feet to the point of curvature of a curve concave to the southwest and having a radius of 312.00 feet; thence run southeasterly along said curve through a central angle of 91°18'44", an arc distance of 497.23 feet (chord = 446.26 feet, chord bearing = S50°49'26"E); thence departing said curve and proposed right-of-way line, run N84°08'26"E for 280.82 feet to the westerly line of Rocky Bayou Country Club Golf Course Fairway No. 18; thence run along said westerly line of Fairway No. 18 the following courses: S29°00'58"W for 934.60 feet; thence S89°25'34"W for 232.71 feet; thence S25°47'59"W for 54.23 feet to the southeastern corner of Lot 29, Rocky Bayou Country Club Estates Unit No. 9, according to the plat thereof as recorded in Plat Book 15, Pages 59 and 70, of aforesaid public records; thence departing aforesaid westerly line run N23°40'36"W along the east line of said Lot 29 for 65.24 feet to the northeast corner thereof (said northeast corner lying on the southeasterly right-of-way line of Ruckel Drive as recorded on said plat); thence run N66°19'24"E along said southeasterly right-of-way line for 41.22 feet; thence departing said southeasterly right-of-way line, run N23°40'36"W for 60.00 feet to the northwesterly right-of-way line of aforesaid Ruckel Drive; thence run S66°19'24"W along said northwesterly right-of-way line for 116.70 feet to the point of curvature of a curve concave to the southeast and having a radius of 269.58 feet; thence run southwesterly along said curve through a central angle of 15°28'57", an arc distance of 72.85 feet (chord = 72.63 feet, chord bearing = S58°34'56"W) to the easternmost corner of Lot 28 of the aforesaid Rocky Bayou Country Club Estates Unit No. 9; thence departing said northwesterly right-of-way line, run N39°09'33"W along the northeasterly line of said Lot 28 (and a northwesterly projection thereof) for 150.00 feet; thence departing said northwesterly projection, run N54°57'48"E for 59.26 feet; thence N60°35'46"E for 226.59 feet; thence N48°01'19"E for 83.42 feet; thence N29°00'58"E for 106.79 feet; thence N07°48'41"E for 105.33 feet; thence N26°17'16"E for 253.44 feet; thence N15°50'20"W for 69.03 feet; thence N63°38'06"W for 128.89 feet; thence S88°05'07"W for 180.41 feet; thence N80°33'26"W for 107.43 feet; thence N67°32'37"W for 200.85 feet to a point on a curve concave northwesterly and having a radius of 122.24 feet; thence run along said curve in a northeasterly direction through a central angle of 44°34'10", an arc distance of 95.09 feet, (chord = 92.71 feet, chord bearing = N25°10'05"E) to the point of tangency of said curve; thence run N02°53'00"E for 11.52 feet to the point of curvature of a curve concave southeasterly and having a radius of 25.00 feet; thence run along said curve in a northeasterly direction through a

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central angle of $97^{\circ}04'50''$, an arc distance of 42.36 feet (chord = 37.47 feet, chord bearing = $N51^{\circ}25'25''E$) to a point of cusp, lying on the southeasterly right-of-way line of the aforementioned proposed Ruckel Drive and being curved concave southerly and having a radius of 430.63 feet; thence run along said curve and right-of-way line in a westerly direction through a central angle of $09^{\circ}52'34''$, an arc distance of 74.23 feet (chord = 74.14 feet, chord bearing = $N84^{\circ}58'27''W$) to a point of reverse curve, concave northerly and having a radius of 240.00 feet; thence run along said curve in a westerly direction through a central angle of $06^{\circ}32'13''$ (chord = 27.37 feet, chord bearing = $N86^{\circ}38'37''W$) to a point of cusp; thence departing said curve and proposed right-of-way line run along a curve being concave southwesterly and having a radius of 25.00 feet in a southeasterly direction through a central angle of $86^{\circ}15'31''$, an arc distance of 37.64 feet (chord = 34.18 feet, chord bearing = $S40^{\circ}14'45''E$) to the point of tangency of said curve; thence run $S02^{\circ}53'00''W$ for 14.38 feet to the point of curvature of a curve, concave westerly and having a radius of 72.24 feet; thence run along said curve in a southwesterly direction through a central angle of $44^{\circ}34'10''$, an arc distance of 56.19 feet (chord = 54.79 feet, chord bearing = $S25^{\circ}10'05''W$) to a point of reverse curve, concave southeasterly and having a radius of 205.00 feet; thence run along said reverse curve in a southwesterly direction through a central angle of $16^{\circ}10'36''$, an arc distance of 57.88 feet (chord = 57.69 feet, chord bearing = $S39^{\circ}21'53''W$); thence departing said curve, run $N58^{\circ}43'25''W$ for 153.95 feet; thence $S59^{\circ}47'03''W$ for 37.80 feet; thence $N30^{\circ}12'57''W$ for 199.29 feet to a point on a curve being concave southeasterly and having a radius of 125.00 feet; thence run along said curve in a northeasterly direction through a central angle of $23^{\circ}23'01''$, an arc distance of 51.02 feet (chord = 50.66 feet, chord bearing = $N80^{\circ}13'38''E$) to a point of reverse curve, concave southwesterly and having a radius of 145.00 feet; thence run along said reverse curve in a northeasterly direction through a central angle of $20^{\circ}59'01''$, an arc distance of 53.10 feet (chord = 52.81 feet, chord bearing = $N81^{\circ}25'38''E$) to a point of reverse curve, concave southwesterly and having a radius of 25.00 feet; thence run along said reverse curve in a southeasterly direction through a central angle of $75^{\circ}21'05''$, an arc distance of 32.88 feet (chord = 30.56 feet, chord bearing = $S71^{\circ}23'20''E$) to a point of cusp, lying on the southeasterly right-of-way line of the aforementioned proposed Ruckel Drive, being curved concave easterly and having a radius of 240.00 feet; thence run along said curve and right-of-way line in a northwesterly direction through a central angle of $21^{\circ}51'53''$, an arc distance of 91.59 feet (chord = 91.03 feet, chord bearing = $N22^{\circ}46'51''W$) to a point of cusp; thence departing said curve and proposed right-of-way line run along a reverse curve, concave westerly and having a radius of 25.00 feet, in a southwesterly direction through a central angle of $88^{\circ}07'25''$, an arc distance of 38.45 feet (chord = 34.77 feet, chord bearing = $S32^{\circ}12'49''W$) to the point of compound curvature of a curve, concave northerly and having a radius of 95.00 feet; thence run along said curve in a southwesterly direction through a central angle of $15^{\circ}38'37''$, an arc distance of 25.94 feet (chord = 25.86 feet, chord bearing = $S84^{\circ}05'50''W$) to a point of reverse curve, concave southeasterly and having a radius of 175.00 feet; thence run along said reverse curve in a southwesterly direction through a central angle of $23^{\circ}23'01''$, an arc distance of 71.42 feet (chord = 70.93 feet, chord bearing = $S80^{\circ}13'38''W$); thence departing said curve, run $N21^{\circ}27'53''W$ for 119.51 feet; thence $N14^{\circ}46'43''E$ for 202.35 feet; thence $N49^{\circ}12'18''E$ for 79.07 feet; thence $N09^{\circ}19'57''W$ for 236.43 feet; thence $N26^{\circ}42'00''E$ for 225.76 feet; thence $S63^{\circ}18'00''E$ for 139.74 feet to the northwesterly right-of-way line of aforesaid Ruckel Drive (80' R/W) as shown on the plat of aforementioned Rocky Bayou Country Club Estates Unit No. 5; thence run $S22^{\circ}10'00''W$ along said northwesterly right-of-way line for 128.51 feet; thence departing said northwesterly right-of-way line, run $S67^{\circ}50'00''E$ for 80.00 feet to the southeasterly right-of-way line of said Ruckel Drive; thence run $N22^{\circ}10'00''E$ along said southeasterly right-of-way line for 133.84 feet to the westernmost corner of the previously referenced Lot 13; thence run $S67^{\circ}50'00''E$ along the southwesterly line thereof for 150.00 feet to the southernmost corner thereof and the POINT OF BEGINNING. Said parcel containing 18.113 acres, more or less.

FILE # 1489060 RCD: Jun 25 1996 @ 07:35AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

