

51.00 (11)

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKE WAY VILLAS UNIT III

THIS DECLARATION of covenants, conditions and restrictions, made on the date hereinafter set forth by RUCKEL PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Declarant",

WITNESSETH:

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

Lots 1 thru 13, Lake Way Villas Unit III according to plat thereof recorded in Plat Book 11 Page 57 of the Public Records of Okaloosa County, Florida.

NOW THEREFORE, 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 are for the purpose of protecting the value and desirability of the property, and 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.

ARTICLE I - DEFINITIONS

1.1. "Association" shall mean and refer to the Rocky Bayou Owners Association, Inc., its successors and assigns. (This Association is separate and apart from the Henderson Lake Owners' Association.)

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 certain real property herein above described in the preamble hereof and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

1.4. "Common Area" shall mean all the property (including the improvements thereon) owned by the Association for the common use and enjoyment of the "Owners" as such common areas are shown in the aforesaid plat of Lake Way Villas Unit III. Common areas shall also include that property which is part of any subsequent parcels brought within the jurisdiction of the Association.

1.5. "Lot" shall mean and refer to the parcels of land as described in a recorded subdivision described in the preamble hereof and known as Lake Way Villas Unit III.

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. 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

Prepared by:

Rita G. Hawkins, P.C.
ATTORNEY AT LAW
POST OFFICE BOX 515
NICEVILLE, FLORIDA 32578
(904) 897-4418

provided they do not encroach upon another homesite or on easement of record. This provision shall not be construed to permit any portion of a building, structure, or house to encroach upon another homesite. ** THE ASSOCIATION **
NO. 19, 19 1907

ARTICLE II - PROPERTY RIGHTS

2.1. Owner's Easements and Enjoyment. Every owner shall have the right and an easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area, if any.
- (b) The right of the Association to establish rules and regulations pertaining to the use of the Common Area.
- (c) The right of the Association to suspend the voting rights and right to use recreational facilities by an Owner (or anyone claiming the right to use such recreational facilities through such Owner) for any period during which any assessment against such Owner's lot remains unpaid; as provided in the By-laws of the Association and/or the right to impose a daily fine in an amount determined by the Board of Directors which shall become a lien upon the lot whose Owner or occupant is found guilty by the Board of Directors of an infraction of such regulation (after giving such Owner due notice and opportunity to be heard), which sums shall be collectible in the same manner as delinquent assessments. This provision shall not apply to affect the right of a mortgagee or its successors in title, upon foreclosure to vote and to use the recreational facilities, and any lien arising under this provision shall be subordinate to any mortgage lien and such lien delinquent at that time shall be extinguished upon foreclosure of any mortgage on any lot. Such lien shall remain a personal debt of the owner foreclosed upon.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the number of lot owners hereinafter provided. No such dedication or transfer shall be effective, unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all the lot owners subject to this Declaration being recorded in the Public Records of Okaloosa County, Florida.
- (e) The right of Declarant and its agents, sales representatives, employees, contractors, and subcontractors, and their respective agents and employees, for access and ingress to and egress from, on and over the Common Area as may be required for (1) display, exhibit and sale of lots and any improvement(s) thereon, and (2) the construction, installation, improvement and maintenance of lots and any improvement(s) thereon and the Common Areas and the Additional Property.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, occupants or contract purchasers who reside on the lot.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.1. 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.

3.2. Voting Rights. The Association shall have one (1) class of voting membership, as it deals with Lake Way Villas Unit III. All members, including the Declarant, shall be owners of lots. 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 they 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.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation 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 residence of the properties and for the improvements and maintenance of the Common Area.

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 \$15.00 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 may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without the vote 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 in the By-laws of the Association 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 Lake Way Villas Unit III on the first day of the month following the recording of their conveyance from the Declarant.

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 \$2.50, 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 \$2.50 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 non-use of the Common Area or abandonment of the lot. Suspension of voting rights or the right to the use of the recreational facilities 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 Sections 4.3 or 4.4 of this 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 percent (51%) 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 COMMITTEE

5.1. The Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) members and will serve a term of three 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.

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, not to exceed two and one-half stories in height, 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, sanitorium, 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 a 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 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 building 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, position, and design of such buildings or structures have been approved in writing by this committee. Said approval must be obtained prior to commencement of construction. The Architectural Control Committee shall consider factors which include, but are not limited to, the following: conformity and harmony of external design and location with existing structures in the subdivision and in the immediate vicinity, and the location of the buildings or other structures with respect to topography and finished ground elevation.

5.5. Disapproval. In the event the Architectural Control Committee shall disapprove the design or location, the property owners may thereafter submit such building plans and specifications and plot plan showing the location of such building to a committee for their review, which committee shall consist of one officer of Declarant, a licensed Florida architect, and a licensed registered engineer, and a majority of this committee may ultimately approve or disapprove such plans.

5.6. 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, provided they have been submitted in proper form to the correct location, within thirty (30) days after such plans and specifications have been submitted to it, 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. 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.

5.7. Ground Floor Area. 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 thru 13, inclusive, a minimum of 1,800 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 1,200 square feet of floor space or living area.

5.8. 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 one (1) year after such materials or temporary building was placed thereon, whichever is sooner.

5.9. Swimming Pools, Detached Garages, and Similar Structures. No swimming pool, detached garage, or other structure (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 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.

5.10. 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. Special waivers may be considered regarding these setback restrictions for the owners of Lots 8 through 13 which border the golf course because of the width of the "rough". Special setbacks requiring more than the thirty (30) feet setback from the front subdivision lot line may be applicable to Lots 4, 5, 6 and 7 of Lake Way Villas Unit III because any construction on said lots must be clear of the 15-foot sanitary easement which runs northeasterly through the aforementioned lots as shown on the plat. Approval and placement of fences from the back subdivision lot line are subject to these easements and setbacks. No building, detached garage, swimming pool or other auxiliary structure shall be located nearer than ten (10) feet to any interior (side) lot line and must remain clear of any 15 foot sanitary easement which may run across said lot. For the purpose of these covenants, eaves and steps shall not be considered a part of the building.

5.11. Transfer of Architectural Control. At such time as the Declarant transfers total responsibility for architectural control to the Association, the composition of the Architectural Control Committee and their terms will be determined by the Association. The Association shall thereafter appoint a representative or representatives who shall execute the same powers previously exercised and given herein to the Architectural Control Committee.

ARTICLE VI - EASEMENTS

6.1. Easements. In general, 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 except the water side of waterfront lots. These easements are dedicated to Okaloosa County for maintenance and they intrude, on each lot described, 7 1/2 feet along the property lines. Moreover, there is a 15 foot sanitary easement which runs northeasterly through Lots 4, 5, 6 and 7 of Lake Way Villas Unit III. Any building or planting, other than normal grassing, must receive prior,

express approval by the Okaloosa County authorities.

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 Lake Way Villas Unit III 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 of electric energy and for the purpose of 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 Lake Way Villas Unit III.

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 commercial vehicles or autos, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a carport or 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 boats on 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 or at least not considered unsightly or not to the best interest of the environmental appearance from the streets, golf course or neighbor's lot. Such determinations shall be made by the Association.

7.3. Attachments. No antenna, T.V. dish, or other attachment to any of the roofs or other portions of the structures or positioned on any lot or common area within the subdivision shall be attached without the written consent of two-thirds (2/3) of the owners of lots which are subject to this Declaration.

7.4. Sign Restrictions. Only the normal sign showing name and/or address of the resident shall be displayed permanently to the public on any residential lot. Temporary signs may be placed on the property advertising a home for sale or rent. Such a sign will not be larger than five square feet. Temporary sign, restricted to a maximum of five square feet, may be placed on the property by a builder or realtor to advertise the property during the construction and sale.

7.5. 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 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, as may be prescribed by the Board of Directors of the Association, and said containers shall be hidden from view except on collection days.

7.6. 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.

7.7. Fences, Walls, and Hedges. Generally, fences, walls, and hedges may be placed inside the interior lot lines (but not on the street side) provided they do not encroach upon the adjoining lot without permission of the adjoining lot owner; provided they are in conformity with the applicable lot line restrictions set out in Article V of this Declaration; 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 (6) 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 nor may a hedge be planted without 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.

7.8. Clotheslines. 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 that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.

7.9. Water and Sewer. The sewer services are provided by Okaloosa County and the 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-ways abutting any homesite property line.

7.10. Excavation. 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 (see Section 7.9 of this Declaration) and except swimming pools, holes for fence erection and related or similar uses.

7.11. 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.

7.12. 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.

7.13. 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 Architectural Control Committee, 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 to remove 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 complete the landscaping or 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 on demand.

7.14. 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.

7.15. Resubdividing. No lot shall be resubdivided.

7.16. Minor Violations. 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 minor violation of these covenants, such persons having the right to exercise their discretion in determining what are minor violations which, however, shall not be construed to permit waiver of an entire covenant.

7.17. Applicability of Covenants and Restrictions.

- (a) The covenants and restrictions contained in Articles VI and VII of this Declaration shall run with the land described in the plat of Lake Way Villas Unit III 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 lots or such persons who claim under the owners of such lot until December 1, 2003, 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 then (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.

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. 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 percent (50%) 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.

8.4. Declarant's Authority. Declarant may unilaterally alter, change, or revise these covenants and restrictions to enhance the development until such time as the Declarant collectively no longer owns a minimum of twenty percent (20%) interest in said development.

8.5. Amendment. The terms of this Declaration may be amended prior to December 1, 2007, only by an instrument executed by not less than two-thirds (2/3) of the owners as defined herein and thereafter by an instrument signed by not less than one-half (1/2) of such owners. Any such amendment must be recorded. Notwithstanding anything to the contrary, this Declaration shall not be subject to amendment without the written recorded consent of the Declarant, or its successors, so long as the Declarant owns any lot in Lake Way Villas Unit III nor shall the Articles of Incorporation and By-Laws of the regulating non-profit corporation be amended in any way without the consent of the Declarant, so long as the Declarant owns any lot in Lake Way Villas Unit III.

* * * * *

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... .. 1717

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT
HEREIN HAS CAUSED THEIR HANDS AND SEALS TO BE AFFIXED HERETO
THIS 26th DAY OF January, 1989.

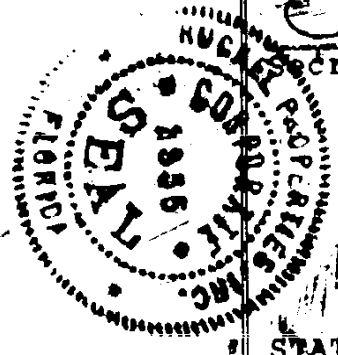
ATTEST:

DECLARANT:

Stephen W. Ruckel
Secretary

RUCKEL PROPERTIES, INC.

By: C. Walter Ruckel
President



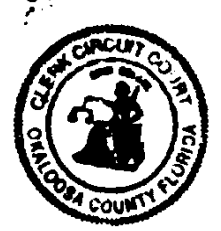
STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgements, personally appeared C. Walter Ruckel,
President, and Stephen W. Ruckel, Secretary, of RUCKEL
PROPERTIES, INC., a Florida corporation, to me known to be the
persons described in and who executed the foregoing instrument
and they acknowledge the execution thereof to be their free act
and deed as such officers for the uses and purposes therein
mentioned, and that they affixed thereto the official seal of
said corporation and that said instrument is the act and deed of
said corporation.

Witness my hand and official seal this 26th day of
January, 1989.

Robert E. Carr
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 2, 1988
BONDED THRU GENERAL INS. CO.



Rita G. Hawkins, P.C.
ATTORNEY AT LAW
POST OFFICE BOX 515
NICEVILLE, FLORIDA 32578
(904) 897-4418

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OKALOOSA COUNTY, FLORIDA

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NEWMAN C. BRADEN, CLERK