

RESTRICTIVE COVENANTS

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STATE OF FLORIDA

COUNTY OF OKALOOSA

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 thru 67, Rocky Bayou Country Club Estates, Unit No. 3, according to plat thereof recorded in Plat Book Seven, Pages One & Two of 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.

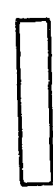
2. ARCHITECTURAL CONTROL COMMITTEE: No building, swimming pool or other structure shall be erected, placed or altered on any building lot in the subdivision until the plans, material, specifications and plot plan showing the location and design of such buildings or structures have been approved in writing by this committee. Consideration will include conformity and harmony of external design and location with existing structures in the subdivision. Location of the buildings or other structures with respect to topography, finished ground elevation will also be considered 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. 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. 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 March 15, 2012. 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 (3) 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, Wava D. Ruckel, and Jack B. Henderson.

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.

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

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*22 58*



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. 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 or on easements shown on the approved plat (see paragraph 10). 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 thru 67, inclusive, 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. 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 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 residential or sales office purposes either during construction or thereafter. It shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

10. STRUCTURE LOCATION: There exists a 7½ foot easement on each side of each side lot line for drainage and/or utilities and a 7½ foot easement for drainage and/or utilities along each rear lot line except the rear of waterfront lots. No structure, barbeque 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 as to Lots 1 through 67. These requirements may be waived as to Lots 1, 3, 27, 28, 29, 41, 43, 45, 52, and 67, with the express approval of the Architectural Control Committee.

11. INTERIOR (SIDE) LINE SETBACKS: No building nor detached garage or swimming pool 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 as a part of the building.

12. PLAN APPROVAL: Any building located on any homesite in the subdivision must have written approval (paragraph 2), including plot plans

describing location (paragraphs 10 and 11) 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 paragraphs 2, 10 and 11 above. As the Southern Building Code, adopted by Okaloosa County, requires pools to be fenced, the request will be accompanied by detail required in paragraph 18 below.

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, AND BOATS: 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 and boats 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. BOATS: Boats on trailers may be kept on residential lots but must be screened by a fence or shrubs so that they are not considered unsightly or not to the best interest of the environmental appearance from the streets, golf course, or neighbor's lot.

Small boats may be used on Henderson Lake. These may be powered by sail, oars, paddle or electric motors. No gasoline or diesel powered boats are permitted.

Boat docks will be considered for approval on an individual basis. The request will be accompanied by a description of a desired location, dimensions, materials and specific placement intended as related to lot and lakefront with interior lot line restrictions (paragraph 11) kept in mind.

18. 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. Generally, 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 (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 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. Lots 1, 3, 9, 27, 43, 45 and 67 will require particular review by this committee. To comply with the Southern Building Code approved by Okaloosa County all requests for approval of a fence must contain a description of location, material and design.

19. 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 signs may be placed on the property by a builder or realtor to advertise the property during the construction and sale.

20. SANITATION REQUIREMENTS: No outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, park areas and 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.

21. 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 20; and except swimming pools, holes for fence erection and related or similar uses.

22. 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.

23. NUISANCE: 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.

24. AIRPLANES, GARAGE HANGARS: Owners of Lots 1, 3 and 67 may keep airplanes on the property providing the airplane is hangared. Generally the hangar will be a structure similar to an attached garage with a design compatible with that of the house and in harmony with that of the architecture of the neighborhood buildings.

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

26. 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 as existing on Forest Road. 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 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.

27. 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, maintain dig up (See paragraph 28), 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 No. 3 in Okaloosa County, Florida, according to plat of said subdivision recorded in Plat Book Seven at Page one & two 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\* (See Paragraph 28), 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 County Club Estates Unit No. 3.\* (See Paragraph 28)

28. STORM SURFACE DRAINAGE: To assure proper surface drainage it is required that certain special swales along road rights-of-way and as a permanent part of some building lots be established and maintained as shown in the approved drawings. They will be maintained so that proper run-off occurs and seepage basins are retained. They will be maintained at the same level and in a grassy condition except where a driveway is placed. \*Utility companies and private lot owners will be responsible for retaining these conditions. As to private lots, swales have been placed on the golf course side of Lots 15 through 17 and on the back side of Lots 53 through 59. Likewise, on the street side of Lots 3 through 27 and Lots 30 through 67 special swales have been established.

29. 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 have been expressed herein.

30. 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 exist 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.

31. 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 March 15, 2012, 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 March 15, 2012, and each successive ten year anniversary date thereafter.

32. 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 force and effect, it shall be lawful for any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any 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.

33. PROPERTY OWNERS ORGANIZATION: Developer of this subdivision, Ruckel Properties, Inc., may cause to be organized a non-profit corporation of property owners to provide:

A. an effective means to obtain adherence to these restrictive covenants,

B. as a device for maintaining the character and long range value of this development,

C. maintaining the private park areas and private lake(s).

D. If such a corporation is started, the architectural control committee and/or Ruckel Properties, Inc., may transfer some or all of its duties to such corporation.

E. Powers of the home owners association shall include and be governed by the following provisions:

1. The homeowners association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these restrictive covenants.

2. The homeowners association shall have all of the powers and duties set forth in these restrictive covenants and all of the powers and duties reasonably necessary to enforce the restrictive covenants including, but not limited to, the following:

(a) to make and collect assessment against members as home owners to defray the cost and expenses and losses of the homeowners association.

(b) to use the proceeds of the assessments.

(c) to maintain, repair, replace and operate the home owner association property.

(d) to purchase insurance for the homeowner association property.

(e) to make reconstructions of improvements after casualty and further improvement of the homeowners association property.

(f) to make, establish and enforce reasonable rules and regulations governing the use of the homeowners association property.

(g) to enforce by legal means the provisions of the restrictive covenants, including but not limited to the hiring of attorneys for trial and appellate work.

(h) to employ personnel to perform the services required for proper operation of the homeowners association

(i) to provide for any other materials, supplies, labor, services, maintenance and repairs which the homeowners association feels are necessary or proper for the maintenance and operation of the homeowners association for the purpose of maintaining the character and long range value of the development.

(j) to provide for the abatement or removal of a violation of the restrictive covenants as set forth in paragraph 30, Abatement or Removal of Violations, of the restrictive covenants. If any homeowner fails to abide by the restrictive covenants, then pursuant to paragraph 30 the homeowners association or its duly designated representative, may enter the property where the violation exists and abate or remove the violation. The homeowners association shall levy a special assessment against said homeowner for the cost of the abatement or removal in the amount of actual cost to the homeowners association. The special assessment shall constitute a lien on the interest of such homeowner, which lien may be perfected and foreclosed in the manner set forth by law.

F. Any assessment against a homeowner shall constitute a lien upon the property so assessed. Said lien may be perfected and foreclosed in the manner provided for by law.

G. All funds and titles of all properties required by the association in their proceeds shall be held in trust for the members of the homeowners association.

H. The powers of the homeowners association shall be subject to and shall be exercised in accordance with the restrictive covenants.

34. 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.

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

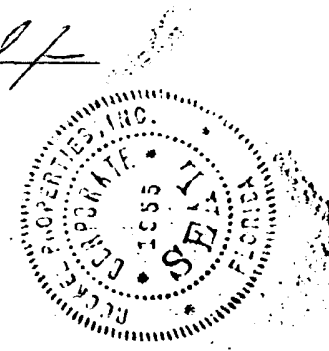
IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 12<sup>th</sup> day of May, 1982.

RUCKEL PROPERTIES, INC.

ATTEST:

BY [Signature]  
President

[Signature] Secretary



STATE OF FLORIDA

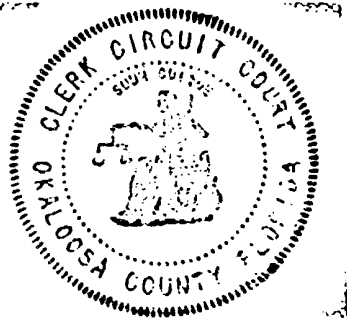
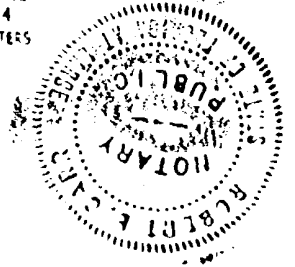
COUNTY OF OKALOOSA

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 Stephen W. 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 12<sup>th</sup> day of May, A.D., 1982.

Robert E. Carr  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 5 1984  
PROVIDED THRU GENERAL INS. UNDERWRITERS



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