

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS DECLARATION, 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, Rocky Bayou Country Club Estates, Unit No. ⁵ according to plat thereof recorded in Plat Book 10 Pages 52 of 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

Section 1. "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.

Section 2. "Properties" shall mean and refer to that certain real property herein above described in the preamble hereof.

Section 3. "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 plats of Rocky Bayou Country Club Estates UNITS I, II, III, IV and V and also the maintenance, if required, of the lakes adjoining these UNITS.

Section 4. "Lot" shall mean and refer to the parcels of land as described in a recorded subdivision described in the preamble hereof and known as UNIT V.

Section 5. "Declarant" shall mean and refer to Ruckel Properties, Inc., its successors and assigns.

Section 6. "Association" shall mean and refer to a homeowners association to be formed or any existing association in any prior unit which assumes the duties of management of the common properties.

Section 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 provided they do not encroach upon another homsite or on easements of record. This provision shall not be construed to permit any portion of a building, structure, or house to encroach upon another homsite.

ARTICLE II - PROPERTY RIGHTS

Section 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 suspend the voting rights and right to use of recreational facilities by an Owner (or anyone claiming the right to use of 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.

(c) 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's) of all the lot owners subject to this Declaration has been recorded in the Public Records of OKALOOSA County, Florida.

Section 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

Section 1. 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.

Section 2. The Association shall have one (1) class of voting membership, as it deals with Unit V. All members, including the Declarant, shall be owners of lots. When more than one 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 vote be cast with respect to any lot. In the event any individual or entity owns more than one lot such individual or entity shall be entitled to one vote for each lot owned.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 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 memberships due and (2) special assessments for capital improvements, provided for in the Association 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.

Section 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 on the properties and for the improvements and maintenance of the Common Area.

Section 3. MAXIMUM ANNUAL 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.

(a) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum annual membership fee assessment of all lots subject to this Declaration may be increased each year not more than ten percent (10%) above the maximum fee 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, the maximum annual membership fee may not be increased above the percentage set forth in the By-Laws of the Homeowners Association.

(c) The Board of Directors may fix the annual membership fee at an amount not in excess of the maximum.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual 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 or by direct mail when replies are received from 51% of the voting members.

Section 5. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES: The annual assessments provided for herein shall commence as to all lots in Unit V on the first day of the month following the recording of their conveyance from the Declarant.

Section 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 use of the recreational facilities shall not suspend liability for the assessments provided herein.

Section 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.

Section 9. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all owners lot 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 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

Section 1. 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 if submitted in proper form 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 power and duties of the members of the Architectural Control Committee shall cease on or after March 15, 2014. 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 will serve for a term of three years. Members shall serve until their successors are appointed. Initially two members will be appointed by Ruckel Properties, Inc. and one by the Association. They may be removed for good cause by the authority that appointed them. 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.

Section 2. 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 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.

Section 3. 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 the 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.

Section 4. There exists a 7½' foot easement on each side of each lot line for drainage and/or utilities and a 7½' foot easement for drainage and/or utilities along each rear lot line except the water side of waterfront lots. No structure, 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. Approval and placement of fences are subject to these easements and setbacks.

Section 5. 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.

Section 6. Any building located on any homesite in the subdivision must have written approval including plot plans describing location and position of buildings to be constructed prior to the commencement of any construction. In the event that the Architectural Control Committee shall disapprove the design or location, the property owner may hereafter submit such building plans and specifications and plot plan showing the location of such building to a committee 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.

Section 7. 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.

Section 8. Swimming pools and similar structures may be installed only after written approval has been obtained as to type, location, construction material and design from the Architectural Control Committee, subject to building codes.

Section 9. 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.

ARTICLE VI - EASEMENTS

Section 1. 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 College Boulevard. 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.

Section 2. (a) 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 Unit No. V 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 selling and supplying electricity to the public for power, heat and light, and also the perpetual right to lay, bury, construct, operate, maintaining, dig up* (see Article V, Section 2 (b)), and repair on each lot within the subdivision service, conduit and facilities from the property line to the point of service for all present and future customers of Gulf Power Company, its successors and assigns, within said Rocky Bayou Country Club Estates Unit No. V.

(b) 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. 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. Swales have been placed on Ruckel Drive right-of-way in front of Lots 1 through 11.

ARTICLE VII - USE RESTRICTIONS

Section 1. These restrictions shall apply to all the land described in this Declaration.

Section 2. (a) No commercial vehicle or autos, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a carport. Travel trailers or recreation vehicles 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 as determined by the Association 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.

(b) 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.

Section 3. 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 as defined in the succeeding paragraph.

Section 4. 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.

Section 5. No antenna, T.V. Dish, or other attachment to any of the roofs or other portions of the structures or positioned on any lot within this subdivision shall be attached without the written consent of two-thirds (2/3) of the owners of lots which are subject to this Declaration.

Section 6. No out buildings or unconnected garages, 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.

Section 7. 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.

Section 8. 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, which are hidden from view except on collection days.

Section 9. 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, consent of the Board of Directors of the Association. Such animals must be on a leash at all times when not confined.

Section 10. 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, Section 4. 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. To comply with the Southern Building Codes requests for approval of a fence must contain a description of location, material and design.

Section 11. 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. Septic tanks, when approved by the appropriate health authority, will be placed on the street side of the lots. Waivers will be considered by the Architectural Control Committee if health codes are not violated.

Section 12. 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 Article VII, Section 11) and except swimming pools, holes for fence erection and related or similar uses.

Section 13. 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.

Section 14. 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.

Section 15. The covenants and restrictions contained in Article VII shall run with the land described in the plat of Unit V 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 December 1, 2004, 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 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.

Section 16. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 17. Such lots, and each and every one thereof, are for single family residential purposes only. 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 on any part thereof. No improvements or structure whatever, except as are specifically permitted herein, shall be constructed or maintained.

Section 18. Declarant, 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.

Section 19. No lot shall be resubdivided.

Section 20. The occupant of each home shall keep this house and lot neat and attractive, and shall perform such maintenance, both interior and exterior, as may be reasonably necessary to protect the value of neighboring property.

Section 21. 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

Section 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.

Section 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.

Section 3. AMENDMENT: The terms of this Declaration may be amended prior to December 1, 2006, 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 Unit V 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 lots in Unit V.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANT HEREIN HAS CAUSED THEIR HANDS AND SEALS TO BE AFFIXED HERETO THIS 18th DAY OF March, 1987.

ATTEST:

Stephen W. Ruckel

DECLARANT:

RUCKEL PROPERTIES, INC.

By: Stephen W. Ruckel
(Stephen W. Ruckel)



STATE OF FLORIDA
COUNTY OF OKALOOSA

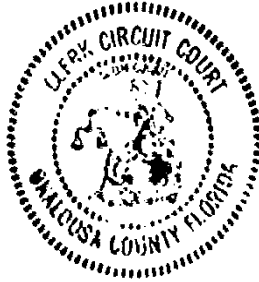
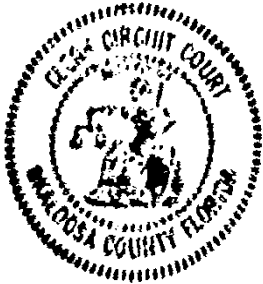
I HEREBY CERTIFY that on this day, before me, officers duly authorized in the State and County aforesaid to take acknowledgements, personally appeared C. W. Ruckel, Jr., President and Stephen W. Ruckel, Secretary, of Ruckel Properties, Inc., a Florida Corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged 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 18th day of March, 1987.

Robert E. Carr
Notary Public

This instrument was prepared by:
James E. Moore
Moore & Moore, P.A.
Post Office Box 746
Niceville, Florida 32578

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 2, 1989
BONDED THRU GENERAL INS. UND.



FILE# 914222
OKALOOSA COUNTY, FLORIDA

RCD: MAR 18 1987 @ 12:54 PM
NEWMAN C BRACKIN, CLERK

FILE# 916767
OKALOOSA COUNTY, FLORIDA

RCD: MAR 31 1987 @ 2:45 PM
NEWMAN C BRACKIN, CLERK