

1/1/80  
Clt's Rec. Fee \_\_\_\_\_ 1.900  
St. Doc. & Map Tax \_\_\_\_\_  
Intangible Tax \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_ 1.900

\*\* OFFICIAL RECORDS \*\*  
BY 1903 PG 868

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ROCKY BAYOU COUNTRY CLUB ESTATES, UNIT 9**

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

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

Lots 1 through 51, Rocky Bayou Country Club Estates, Unit 9, according to the plat thereof, as recorded in Plat Book 15, Pages 69 and 70, of the Public Records of Okaloosa County, Florida, and

WHEREAS, Declarant desires to develop the property into a desirable and well-controlled single-family subdivision; and

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

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be sold and conveyed subject to the following easements, restrictions, conditions and covenants, which shall run with the title to all the real property described above. The Covenants shall be binding on all parties having any right, title or 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

This instrument prepared by:  
**D. MICHAEL CHESSER**  
1201 Eglis Parkway  
Shalimar, FL 32579

### ARTICLE I - DEFINITIONS

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

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is a part of the property which is made subject to this Declaration. As the context may require for protection of the property and its owners, the word "Owner" also contemplates the guests, tenants and invitees of any Owner.

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

1.4. "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 all plats of all units of Rocky Bayou Country Club Estates. Common areas shall also include that property which is part of any subsequent parcels brought within the jurisdiction of the Association. The common areas as referred to as the Nature Preserve and Greenway on the plat recorded in Plat Book 15 at Pages 69 and 70, shall stay in its natural state unless otherwise decided upon by the Declarant.

1.5. "Lot" shall mean and refer to the parcels of land as described in recorded subdivision described in the preamble hereof and known as Rocky Bayou Country Club Estate, Unit 9.

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

1.7. The word "house", or "residence" or "building", or "structure", or "dwelling" as used herein, including reference to building lines, shall include galleries, porches, porte cochere, projections, and every other permanent part of such improvements, except roofs and air conditioning compressor slabs.

### ARTICLE II - PROPERTY RIGHTS

2.1. Owner's Easements of Enjoyment. Every owner shall have 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 establish rules and regulations pertaining to the use of the Common Area.

(b) 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.

(c) 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.

(d) Each owner shall have responsibility for his or their guests, tenants and other invitees in the use and care of common areas.

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

### **ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS**

4.1. Creation of the Lien and Personal Obligations for Assessments. Each Owner of any improved lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or membership dues and (2) special assessments for capital improvements, provided for in the Association's By-Laws, such assessments to be

established and collected as provided. The annual and special assessments, together with interest, cost and reasonable attorney fees incurred in the collection thereof with or without litigation, shall be a charge on the lot and shall be a continuing lien upon the lot against which each assessment is made.

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

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 \$35.00 per lot as to all lots subject to this Declaration. The Board of Directors of the Association may set the annual assessment or membership fee in accordance with the following provisions:

(a) From and after January 1 of the year immediately following conveyance of the first lot to an Owner, the maximum annual assessment or membership fee of all lots subject to this Declaration be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without the vote of 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 each lot in Rocky Bayou Country Club Estates, Unit 9 on the first day of the month following the recording of its conveyance from the Declarant. So long as the Declarant holds title to any lot, that lot will not be subject to an assessment.

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. The owner will be subject to a right of lien which the Association is hereby granted. Owner will be responsible for payment of attorney fees and costs in the event of default.

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

4.9. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.5. of this Article IV shall be sent to all lot owners no less than twenty (20) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one (51%) percent of the votes of the membership shall constitute a quorum. If a quorum is not present at any meeting, the President shall then adjourn the meeting and announce the date, place, and hour for another meeting to replace the meeting adjourned for lack of a quorum. The new meeting shall be scheduled as soon as feasible.

#### 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 (3) years. Members shall serve until their successors are appointed. Until such time as Declarant no longer owns a lot in the subdivision, 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, and swimming pools and accessory structures herein otherwise permitted if any. No building or structure intended for or

adapted to business purposes and no apartment house, lodging house, rooming house, hospital, sanitarium, doctor's office, or other professional or office type structure shall be placed, permitted or maintained on such premises or any part thereof.

5.3. Homesite. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of 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 and of the lots from which it was created shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of such homesite shall not be less than the square footage contained in the smallest platted lot in the subdivision

5.4. Approval. No lot shall be cleared nor shall any building or other structure 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 building or structures have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider factors which include, but are not limited to the conformity and harmony of external design and location with existing structures in the subdivision and in the immediate vicinity, and the location of the buildings or other structures with respect to topography and finished ground elevation.

5.5. Tree removal. It is the policy of the Developer to preserve hardwood trees in excess of fourteen (14") inches in diameter, if possible. Therefore, such trees are not to be cut without approval of the Developer or Architectural Review Committee, unless the tree is within an area to be built upon. Any tree which is fourteen (14") inches in diameter or greater which is removed will be replaced by planting a suitable hardwood tree on the lot.

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 within thirty (30) days from the date of written submission to Delcarant, 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 garage, unheated or uncooled utility area and unheated or uncooled storage area of the following:

Lots 1 through 51, inclusive, a minimum of 2000 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.

The improvements on a lot must include a garage which shall have the capacity for at least two automobiles. No carports shall be built on any lot.

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. 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. Expressly, such temporary structure or building shall not be used for the residential or sales office purposes either during construction or thereafter. Each lot during construction must maintain a dumpster and portable toilet which are not allowed to be placed on the Right-of-Way at anytime.

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

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

5.11. Sod. All owners must sod the front yard (facing the road or roads) all the way to the curb. Sod must be in place at the time of completion of the home. In addition, depending upon topography, side and rear yards must be sodded if necessary to prevent erosion. The owner will preserve swales and other drainage facilities, whether provided naturally or by the Declarant or Project Engineer

5.12. Transfer of Architectural Control. When all lots in the subdivision have been sold, 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. Generally, there exists a 7 1/2 foot easement on each side of each lot line for drainage and/or utilities and a 7 1/2 foot easement for drainage and/or utilities along each rear lot line. Maintenance of privacy hedges, if any, will be the joint responsibility of the adjoining lot owners.

6.2. Underground Service. All cables, wires, or conduits necessary for the transmission of electrical power, telephone service or electrical or electronic impulses of all sorts shall be by underground service only, and no overhead cables or lines for such purposes shall be erected or permitted to exist upon the lots and streets of this subdivision. Telephone conduits will terminate at each individual lot line. It will then be the property owners' responsibility and expense to provide a conduit equal to Central Telephone Company's specifications for the installation of underground service into the residence. This restriction shall also apply to all services between any main structure and any outbuildings or outlying connection.

6.3 Gulf Power Company. Declarant hereby grants and conveys unto Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment on, along, under and across the streets, alleys and public ways of Rocky Bayou Country Club Estates, Unit 9, in Okaloosa County, Florida, according to the plat of said subdivision recorded in the Public Records of Okaloosa County, Florida, for the transmission, distribution, supply and sale to the public for electric energy and for the purpose of selling and supplying electricity to the public for power, heat and light, and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair on each lot within the subdivision, for service, conduit and facilities from the property line to the point of service for all present and future customers of Gulf Power Company, its successors and assigns, within said Rocky Bayou Country Club Estates, Unit 9. It is intended that this installation be within the side yard easement area, where practical and feasible to do so.

#### ARTICLE VII - OTHER USE RESTRICTIONS

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



7.2. Vehicles and Boats. No commercial vehicles or autos, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. No travel trailers or recreational vehicles shall be used as a permanent residence while parked on any lot in the subdivision nor used as a temporary or permanent residence while parked on any street in the subdivision. No house trailers shall be permitted to remain within the limits of this subdivision. Travel trailers, recreational vehicles, boats and 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 from the streets, golf course or neighbor's lot. Such determination shall be made by the Architectural Control Committee.

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

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

7.5. Sign Restrictions. 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 may be placed on the property by a builder or Realtor to advertise the property during the construction and sale. Any question of permissibility of a sign is to be resolved by the Architectural Control Committee.

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

7.7. Pets and Animals. No person shall have, keep or maintain on any lot as defined herein any fowl or animal, domestic or otherwise, except domestic house pets; and, in particular, no more than two animals (cats or dogs) may be maintained on any one lot at any time. Such animals shall not be permitted to trespass upon the common area or another lot without the consent of such lot owner or, as to the common areas, without the

consent of the Board of Directors of the Association. Such animals must be on a leash at all times when not confined. Violation of this requirement shall cause the imposition of such fine as the Board of Directors shall judge reasonable and shall be added to the assessment of the lot where the animal is usually kept.

7.8. Fences, Walls and Hedges. Fences, walls and hedges are permitted along, but inside the property lines adjoining streets, but not closer to the front or side street than the applicable setback line for the house or residence as set out in Article V of this Declaration. Generally, fences, walls and hedges may be placed on or inside the interior lot line provided they do not encroach upon the adjoining lot without permission of the adjoining lot owner and also provided that such fences, walls and hedges do not interfere with the use of easements on any of the subdivision lots. No fence shall be placed further forward than the lot line restriction of thirty (30) feet, see Article V, 5.11. No fence or wall shall be placed on any portion of any homesite at a height more than six (6') feet from the ground. Should any fence, hedge, shrub, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachments shall be removed upon request of the owner of the adjoining property. No fence or wall may be constructed nor may a hedge be planted without the prior written approval of the Architectural Control Committee as to the proposed location, material and design of said fence, wall or hedge. Said approval is subject to the restrictions contained within the applicable building codes. There shall be no fences or walls of any kind erected which exceed a height of 3 1/2 feet to the rear of the building on any lot that directly abuts the Golf Course.

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

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

7.11 Water Service. Water services are provided by the City of Niceville. No well, except for lawn watering purposes, shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, park areas and other rights-of-way abutting any homesite property line

7.12. Excavation. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole 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.

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

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

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

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

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

7.18. Resubdividing. No lot shall be resubdivided

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

**7.20. Applicability of Covenants and Restrictions.**

(a) The covenants and restrictions contained in this Declaration shall run with the land described in the plat of Rocky Bayou Country Club Estates, Unit 9, and such covenants and restrictions shall become part of all deeds, contracts or conveyances of any "lot" which are subject to this Declaration and shall be binding on all parties and persons obtaining title to such lots or such persons who claim under the owners of such lot until January 1, 2025, at which time such covenants and restrictions in this Article shall be automatically extended for successive additional ten (10) year periods unless terminated by written agreement of two-thirds (2/3) of the then record owners of such lots subject to this Declaration, which agreement must be recorded before the beginning of the next applicable ten (10) year extension.

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

(c) Declarant, its successors and assigns, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they have been expressed herein.

(d) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**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 (50%) percent of the first mortgages shall be entitled to have an audited financial statement for the immediately preceding fiscal year of the Association, prepared at their "the holders" 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.

8.5. Amendment. After Declarant owns no lot in Unit 9, the terms etc... of this Declaration may be amended 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 Rocky Bayou Country Club Estates, Unit 9, 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 Rocky Bayou Country Club Estates, Unit 9

8.6 Liability of Architectural Control Committee, its members and Declarant.

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

decision or design allowed or made by the Declarant, the Architectural Control Committee, or by any member of the Architectural Control Committee herein.

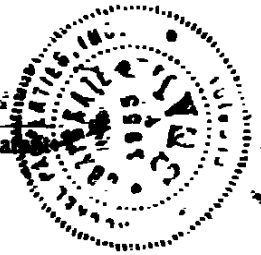
IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused their hands and seals to be affixed hereto on this 16th day of March, 1995.

ATTEST:

**RUCKEL PROPERTIES, INC.**

Darlene B. Taylor  
Darlene B. Taylor, Secretary

By C. Walter Ruckel  
C. WALTER RUCKEL, President, Declarant



**CONSENT**

We hereby consent to the foregoing Declaration of Covenants, Conditions and Restrictions, and submit Lot 51 to the Declaration.

**COMPASS BANK**

Martha A. Mauzy  
Witness

By William H. Tinsley  
WILLIAM H TINSLEY, City President

Margaret A. Duke  
Witness

John R. Davis  
JOHN R. DAVIS

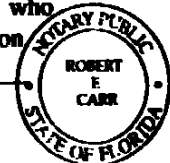
Robert E. Carr  
Witness

Alma M. Davis  
ALMA M. DAVIS

STATE OF FLORIDA  
COUNTY OF OKALOOSA

THE foregoing instrument was acknowledged before me this 16th day of March, 1995 by C. WALTER RUCKEL, President and DARLENE B TAYLOR, as Secretary (respectively) of RUCKEL PROPERTIES, INC, a Florida corporation, who are personally known to me or who have produced their driver's license as identification

Robert E. Carr  
NOTARY PUBLIC

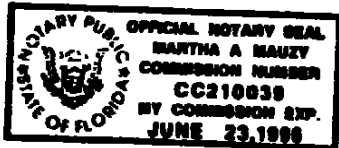


STATE OF FLORIDA  
COUNTY OF OKALOOSA

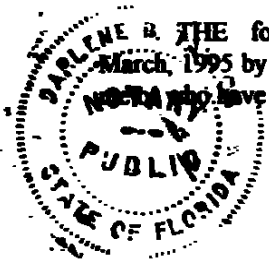
THE foregoing instrument was acknowledged before me this 16th day of March, 1995 by WILLIAM H TINSLEY, CITY PRESIDENT OF COMPASS BANK, who are personally known to me or who have produced their driver's license as identification.

Martha A. Mauzy  
NOTARY PUBLIC MARTHA A. MAUZY

OFFICIAL NOTARY SEAL  
COMMISSION NO CC27282  
MY COMMISSION EXP MAR 31 1997



STATE OF FLORIDA  
COUNTY OF OKALOOSA



THE foregoing instrument was acknowledged before me this 16th day of  
March, 1995 by JOHN R. DAVIS and ALMA M. DAVIS, who are personally known to  
me and who have produced their driver's license as identification.

*Darlene B. Taylor*  
NOTARY PUBLIC

DARLENE B. TAYLOR  
Notary Public, State of Florida  
My Commission Expires June 28, 1996

This instrument prepared by:  
**D. MICHAEL CHESSER**  
1201 Eglin Parkway  
Shalimar, FL 32579



FILE# 1398J01  
OKALOOSA COUNTY, FLORIDA

15

RCD: MAR 20 1995 @ 10:04 AM  
NEWMAN C BRACKIN, CLERK