

78.00

**** OFFICIAL RECORDS ****
BK 2070 PG 376

STATE OF FLORIDA
COUNTY OF OKALOOSA

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

OF

ROCKY BAYOU COUNTRY CLUB ESTATES, UNIT NO. 11

THIS DECLARATION, made on the date hereinafter set forth by RUCKEL PROPERTIES, INC., a Florida Corporation, hereinafter referred to in this Declaration as "Declarant".

WITNESSETH:

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

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

Also described as:

Lots 1 through 40 inclusive, Rocky Bayou Country Club Estates, Unit No. 11, according to Plat thereof recorded in Plat Book 17, Page 18 of the Public Records of Okaloosa County, Florida.

WHEREAS, the Declarant believes the quality and desirability of the subdivision being developed as Rocky Bayou Country Club Estates, Unit No. 11, can best be protected by protective covenants imposed upon all lots.

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

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Rocky Bayou Owners Association, Inc., its successors and assigns.
2. "Declarant" shall mean and refer to Ruckel Properties, Inc., its successors and assigns.
3. "Developer" shall mean and refer to Ruckel Properties, Inc., its successors and assigns.
4. "Lot" shall mean and refer to each parcel of land as described in the plat of the recorded subdivision described in the preamble hereof and known as Rocky Bayou Country Club Estates, Unit No. 11.
5. "Improved Lot" shall mean a lot that has had any type of action taken by the owner or the developer to the lot, including but not limited to, clearing the lot or constructing any type of structure on the lot, but not including surveying or the installation of any utility service.
6. "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.
7. "Properties" shall mean and refer to that certain real property herein above described in the preamble hereof.
8. The word "house", or "residence" or "building", or "structure", or "dwelling" as used herein, including reference to building lines, shall include galleries, porches, porte cochere, projections, and every other permanent part of such improvements, except roofs and air conditioning compressor slabs.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

1. Membership in Association: Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
2. Votes of Membership: The Association shall have one (1) class of voting membership. All members, including the Declarant, shall be owners of lots. When

more than one (1) person has any interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as its owner(s) 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 III - COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Maintenance of Common Areas: The Association shall have the responsibility to maintain the Common Areas, if any, of the subdivision as may be identified on the recorded plat of the subdivision..

2. Creation of the Lien and Personal Obligation For Assessments: Each Owner of any improved lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or membership dues and (2) special assessments for capital improvements, provided for in these covenants and/or 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.

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

4. Maximum Annual Assessment 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 \$50.00 per lot as to all lots subject to this Declaration. The Board of Directors of the Association may set the annual assessment or membership fee in accordance with the following provisions:

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

**** OFFICIAL RECORDS ****
BK 2070 PG 379

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

5. Special Assessments For Capital Improvements:

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

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots.

7. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all lots in Rocky Bayou Country Club Estates, Unit No. 11 on the first day of the month following the recording of their conveyance from the Declarant. Developer reserves the right to require a non-refundable deposit of the first year's assessment.

8. Effect of Nonpayment of Assessments; Remedies of the Association:

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

9. 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.

10. Notice and Quorum for any Action Authorized: Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 or 5 of this Article III shall be sent to all lot owners not 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 requirement.

ARTICLE IV - ARCHITECTURAL CONTROL

1. The Architectural Control Committee: The Architectural Control Committee shall be composed of three (3) members who will each serve for a term of three (3) years or until such time as their successors are appointed. Initially, two (2) members will be appointed by Ruckel Properties, Inc. and one (1) member will be appointed by the Association. The membership shall continue to include two (2) members appointed by the Declarant so long as the Declarant owns any lot in Unit No. 11. After each of the forty (40) lots have been sold and conveyed by the Declarant, the members appointed by the Declarant will resign and thereafter the Committee shall be composed of members appointed by the Association from among the lot owners in Unit No. 11. Committee members may be removed with good cause by the authority that appointed them.

2. Approval and Waiver: No lot shall be cleared, nor any building, swimming pool or other structure erected, placed or altered on any building lot in the subdivision until the plans, materials, specifications and plot plan showing the location, position and design of such buildings or structures have been approved in writing by the Architectural Control Committee. Consideration will include, but is 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 quality of design, workmanship and proposed materials. Location of the buildings or other structures with respect to topography and finished ground elevation will also be considered by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove the proposed plans, material specifications and plot plan of a proposed structure within thirty (30) days from the date of written submission to Declarant, such approval shall not be required, and these covenants shall be deemed to have been fully complied with. This waiver provision shall not apply to any swimming pool, bulkhead, or other structure (not connected with the main dwelling) which is connected to or built upon any subdivision lot. Such structures must be approved by the Architectural Control Committee.

Approval by the Architectural Control Committee does not constitute approval by Okaloosa County, Florida or any other governmental agency. Each Owner shall be responsible for obtaining all required permits and approvals from each and every governmental agency having control over construction and development in this subdivision.

3. Single Family Dwelling: No structure shall be erected, altered, placed or permitted to remain on any building lot, other than one detached single family dwelling, except swimming pools, and structures herein otherwise defined. There is a minimum requirement of an enclosed two car garage for each dwelling. This may either be attached or detached from the dwelling, and must be shown and described on the original site plan, construction drawings, and specifications submitted for dwelling approval. No garage shall be converted to living space. No carport shall be built on any lot.

4. Ground Floor Area: No dwelling or residence shall cover more than forty-five (45%) percent of the lot. No dwelling or residence shall be permitted upon any homesite in the subdivision which does not have a ground floor area for the main structure, excluding garage, unheated or uncooled utility area and unheated or uncooled storage area of the following:

A minimum of 2,100 square feet. In case of a 1½, 2 or 2½ story building, the ground floor area shall have not less than 1,600 square feet of floor space or living area.

5. Building Height. The Architectural Control Committee may limit the height of houses where the committee believes a 1½, 2, or 2½ story building would violate the design of the subdivision or the privacy of the neighbors. In no event shall any structure exceed 2½ stories in height (35 feet maximum).

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

7. Tree Removal. It is the policy of the Developer to preserve hardwood trees in excess of twelve (12) inches in diameter, if possible. Therefore, such trees are

not to be cut without approval of the Developer or Architectural Review Committee, unless the tree is within an area to be built upon. Any tree which is twelve (12) inches in diameter or greater which is removed will be replaced by planting a suitable hardwood tree on the lot.

8. Building Materials and Temporary Buildings Related to Construction:

No building materials or temporary building of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements. Then such materials or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines. No such temporary building or structure of any kind shall be used for other than construction purposes. Expressly, such temporary structure or building shall not be used for residential or sales office purposes either during construction or thereafter. It shall be removed immediately upon completion of construction or within eight (8) months after such materials or temporary building was placed thereon, whichever is sooner. Each lot during construction must maintain a dumpster and portable toilet, which are not allowed to be placed on the Right-of-Way at any time.

9. Building Setback Lines: 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, twenty (20) feet from the back subdivision lot line, and ten (10) feet from any interior (side) lot line. For the purpose of these covenants, eaves and steps shall not be considered as a part of the building. For fence placement see Article VI Section 8.

10. Sod. All Owners in the subdivision must sod their yard facing the road up to the curb, and if they own a corner lot, all areas facing a road must be sodded. Sod must be in place at the time of completion of 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.

11. Approval of Plans for Swimming Pools, Detached Garages and Other 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.

12. Transfer of Architectural Control. When all lots in Unit No. 11 have been sold, the composition and terms of the Architectural Control Committee will be determined by the Association.

ARTICLE V - EASEMENTS

1. Drainage/Utility Easements. There exists a 7 ½ foot easement on each side of each lot line for drainage and/or utilities, and a 7 ½ foot easement for drainage and/or utilities along each rear lot line.

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 including cable television, 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 Sprint/Centel-Florida'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.

3. Rights Granted to Utility Companies.

(a) Declarant hereby grants and conveys unto Gulf Power Company, its successors and assigns, the non-exclusive 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 County Club Estates, Unit No. 11, 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, maintain, dig up, and repair on each lot

**** OFFICIAL RECORDS ****
BK 2070 PG 384

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 No. 11. It is intended that this installation be within the side yard easement area where practical and feasible to do so.

(b) Declarant hereby grants and conveys unto Sprint/Centel-Florida, its successors and assigns, the non-exclusive perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground telephone system, with all necessary ancillary equipment thereto on, along, under and across the streets, alleys, and public ways of Rocky Bayou Country Club Estates, Unit No. 11, 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 telephone services and also the perpetual right to lay, bury, construct, operate, maintain, dig up, 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 Sprint/Centel-Florida, its successors and assigns, within said Rocky Bayou Country Club Estates, Unit No. 11. It is intended that this installation be within the side yard easement area, where practical and feasible to do so.

(c) Declarant hereby grants and conveys unto the Okaloosa Gas District, its successors and assigns, the non-exclusive perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground gas distribution system, with all necessary pipes, valves, meters, facilities and equipment on, along, under and across the streets, alleys, and public ways of Rocky Bayou Country Club Estates, Unit No. 11, in Okaloosa County, Florida, according to the plat of said subdivision recorded in the Public Records of Okaloosa County, Florida for the distribution, supply and sale to the public of gas energy and for the purpose of selling and supplying gas to the public for heat and gas services, and also the perpetual right to lay, bury, construct, operate, maintain, dig up, and repair on each lot within the subdivision, service and facilities from the property line to the point of service for all present and future customers of Okaloosa Gas District, its successors and assigns, within said Rocky Bayou Country Club Estates, Unit No. 11. It is intended that this installation be within the side yard easement area, where practical and feasible to do so.

(d) Declarant hereby grants and conveys unto the Emerald Coast Cable Television, its successors and assigns, the non-exclusive perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground television

**** OFFICIAL RECORDS ****
BK 2070 PG 385

cable system, with all necessary ancillary equipment thereto on, along, under and across the streets, alleys, and public ways of Rocky Bayou Country Club Estates, Unit No. 11, 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 television cable services and also the perpetual right to lay, bury, construct, operate, maintain, dig up, 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 Emerald Coast Cable Television, its successors and assigns, within said Rocky Bayou County Club Estates, Unit No. 11. It is intended that this installation be within the side yard easement area, where practical and feasible to do so.

ARTICLE VI - USE RESTRICTIONS

1. Jurisdiction of Restrictions. These restrictions shall apply to all the land described in this Declaration.

2. Parking of Vehicles and Boats. No commercial vehicle or autos, boats, construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. 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; they may be kept on residential lots but must be screened by a fence or shrubs so that they are hidden from view of the streets or neighbor's lot. Such determination shall be made by the Architectural Control Committee. No house trailers shall be permitted to remain within the limits of this subdivision.

3. Number of Residences. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of a single residence on two or more lots as shown on said recorded subdivision 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.

4. Attachments. Satellite dishes with a diameter not exceeding 19 inches may be allowed as long as the location and method of screening the device from view are

approved by the Architectural Control Committee. No antenna, T.V. dish exceeding 19 inches in diameter or any other attachment to any roofs or structures, or positioned on any lot or common area within the subdivision, shall be permitted without the written consent of two-thirds (2/3) of the owners of lots which are subject to this Declaration.

5. Signs.

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

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

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

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

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

6. Garbage. No garbage, rubbish, 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, street, or alley in the subdivision or permitted to remain upon any such place. All garbage shall be kept in sanitary containers, as may be prescribed by the

**** OFFICIAL RECORDS ****
BK 2070 PG 387

Board of Directors of the Association, which shall be hidden from view except on collection days.

7. 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 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.

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 IV, Section 9 of the Declaration. 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 owners 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 front building set back line of thirty (30) feet. No fence or wall shall be placed on any portion of any homesite at a height more than six (6) feet from the ground. Should any fence, hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachments shall be removed upon request of the owner of the adjoining property. No fence or wall may be constructed, nor may a hedge be planted, until written approval is obtained from the Architectural Control Committee as to location, design and material to be used in the construction of said fence, wall or hedge. To comply with the Southern Building Code requests for approval of a fence must contain a description of location, material and design.

9. Wells. 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, and other rights-of-way abutting any homesite property line.

10. Excavation. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole or any kind be dug on the restricted land, except wells, (see Article VI, Section 9 of this Declaration) and except swimming pools, holes for fence erection and related or similar uses.

**** OFFICIAL RECORDS ****
BK 2070 PG 388

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

12. 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.

13. 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.

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.

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.

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

17. Applicability of Covenants and Restrictions. The covenants and restrictions contained in this Declaration shall run with the land described in the plat of Rocky Bayou Country Club Estates, Unit No. 11, 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, 2027, 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.

18. No Reverter of Title. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

19. Single Family Use Only. 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, sanatorium, 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 whatsoever, except as are specifically permitted herein, shall be constructed or maintained.

20. Additional Restrictions. 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.

21. Resubdividing. No lot shall be resubdivided.

22. Aesthetics. The owners and/or occupants of each dwelling and lot shall keep all structures on said 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.

23. Invalidation. 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.

24. Paved Driveways. Each owner of a lot in the subdivision shall be required to construct a paved driveway from the garage to the street. The paving material shall be concrete unless a variance is specifically granted by the Architectural Control Committee. In no event shall gravel or shell type materials be permitted for such paving or for use as a ground cover on any portion of the front yard on any lot in the subdivision.

25. Casualty Damage. In the event of damage or destruction by fire or other casualty to any improvements located upon the property, the Owner of such improvements shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, or shall clear and remove all debris, foundation and other materials, and return the lot to its natural state, within a reasonable time not to exceed one (1) year and in accordance with the provisions of these covenants.

26. Window and Wall Air Conditioning Units. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

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

ARTICLE VII - GENERAL PROVISIONS

1. Enforcement. The "Association", the "Declarant" 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, the Declarant 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.

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.

**** OFFICIAL RECORDS ****
BK 2070 PG 391

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

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

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

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

7. Construction Conditions. Each lot owner shall be responsible for requiring that a protective silt fencing material (filter cloth or hay bales where appropriate) be erected and continuously maintained during construction along each boundary of their lot which adjoins a paved roadway and/or a wetlands or retention area, to ensure that no soil, construction debris or litter of any kind shall be allowed to remain in or on any paved roadway and/or a wetlands or retention area in the subdivision. The owner of each lot shall be responsible for the clean-up and removal of any soil, construction debris or other litter of any kind, which is deposited by any means whatsoever in or on any paved roadway and/or a wetlands or retention area in the subdivision which is generated from their lot.

8. Completion of Construction. The construction of any building and all other structures as defined herein shall be completed no later than one (1) year after the issuance of the initial building permit for such project and, if no such permit is required, then completion shall be performed within one (1) year of first commencing any such construction.

9. Amendment. Except as provided for under this Article VII Section 3, the terms of this Declaration may be amended only by an instrument executed by not less than one-half (1/2) of the owners as defined herein. 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 No. 11. If any conflict arises between the Declarant's amendments and those of the owners, the Declarants amendments will prevail.

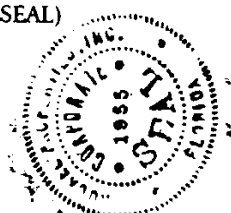
IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused their hands and seals to be affixed hereto this 26th day of March, 1997.

ATTEST:

DECLARANT:
RUCKEL PROPERTIES, INC.

Darlene B. Taylor
Darlene B. Taylor, Secretary

By: C. Walter Ruckel (SEAL)
C. Walter Ruckel, President



STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 26th day of March, 1997, by C. Walter Ruckel and Darlene B. Taylor, as President and Secretary respectively of Ruckel Properties, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me.

NOTARY PUBLIC:

sign: Robert E. Carr
print: _____

State of Florida at Large (Seal)
My Commission Expires: _____

