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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

INDIAN LAKE PHASE I, A PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made on this 28th day of August, 1995 by INDIAN LAKE DEVELOPERS, a Florida Joint Venture, hereinafter referred to as "Declarant".
1200 Crosswinds Landing
Fort Walton Beach, Florida 32547

WITNESSETH:

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

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida bounded on the north by Indian Bayou Unit One according to the plat thereof as recorded in Plat Book 5, Pages 114 - 117, Public Records of Okaloosa County, Florida; and bounded to the south by Comprehensive Road (106' R/W) and being more particularly described as follows:

Commencing at the southwest corner of Block A of said Indian Bayou Unit One; thence S81°28'24"E along the southerly boundary thereof for 155.74 feet to the point of beginning; thence continue S81°28'24"E 374.26 feet; thence N88°55'53"E 333.62 feet; thence departing the southerly boundary of Indian Bayou Unit One run S06°19'01"E 121.55 feet; thence S15°57'00"E 50.00 feet; thence S74°03'00"W 38.05 feet; thence S15°57'00"E 110.00 feet; thence S78°47'33"W 8.33 feet; thence S06°21'11"E 116.35 feet; thence S01°30'42"E 40.26 feet; thence S02°30'53"W 109.33 feet; thence S00°02'32"E 109.72 feet; thence S03°47'31"E 50.10 feet; thence S05°26'33"E 127.52 feet to a point on the curved right-of-way of Comprehensive Road (106' R/W) said curve being concave southeasterly and having a radius of 1484.76 feet; thence southwesterly along said curve through a central angle of 17°41'54" an arc distance of 458.63 feet (chord = 456.81 feet, chord bearing = S75°42'30"W); thence departing said right-of-way run N20°06'36"W 162.53 feet; thence N72°37'58"E 47.79 feet; thence N00°39'56"E 75.72 feet; thence N25°01'06"W 200.08 feet; thence S86°56'12"E 155.04 feet; thence N86°44'52"E 124.22 feet; thence N46°16'47"E 15.70 feet; thence N00°09'25"E 126.41 feet; thence N31°28'21"W 44.17 feet; thence N70°52'56"W 169.62 feet; thence N86°10'51"W 77.33 feet; thence N80°17'25"W 65.01 feet; thence N79°22'57"W 65.04 feet; thence N81°28'24"W 130.00 feet; thence N08°31'36"E 122.38 feet; thence N15°54'12"W for 54.19 feet; thence N08°31'36"E for 128.30 feet to the point of beginning containing 10.18 acres, more or less.

Also known as: INDIAN LAKE PHASE I, A PLANNED UNIT DEVELOPMENT, AS RECORDED IN PLAT BOOK 15 PAGE 89 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, STATE OF FLORIDA,

AND WHEREAS, the Declarant intends to develop the property into a desirable and controlled single-family residential subdivision; and the Declarant believes the quality and desirability of the subdivision can best be protected by restrictive covenants imposed upon the lots,

NOW THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the property, and which shall run with the property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of Indian Lake Lots, their mortgagees and to the Declarant and its' successors in title.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Indian Lake Homeowners Association, Inc. (ILHOA), a Florida Corporation not for profit, its' successors, agents, and assigns.

Section 2. "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described as Indian Lake Phase I and such additional property as may hereafter be brought within the jurisdiction of the Association and subjected by the Declarant to this Declaration as recorded and subsequently amended.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of all the Owners. At the time of this declaration, the Association does not own any real property and the development does not contain any common area.

Section 5. "Lot" shall mean and refer to any numbered parcel of land which is shown upon any subdivision plat or map of Indian Lake Phase I as recorded in Okaloosa County Public Records.

See V.D.W.

Section 6. "Declarant" shall mean and refer to INDIAN LAKE DEVELOPERS, J.V. its successors, and assigns if such successors or assigns should acquire an undeveloped parcel for the purpose of annexation and development or all the remaining undeveloped Lots from the Declarant. The Joint Venture Partners of Indian Lake Developers are:

Crosswinds Development Corp.
1200 Crosswinds Landing
Ft. Walton Beach, FL 32547
Telephone: 904-862-3600
Fax: 904-863-9445

Walton Properties & Construction, Inc.
701 NW Anchors
Ft. Walton Beach, FL 32548
Telephone: 904-244-3330
Fax: 904-244-3216

Indian Lakes BBG Development, Inc.
1270 N. Eglin Parkway (P. O. Box 857)
Shalimar, FL 32579
Telephone: 904-651-8673
Fax: 904-651-8644

Section 7. "Architectural Control Committee (ACC)" shall mean and refer to a group of at least three (3) persons who have been selected by the Declarant or assigns to enforce the Architectural Standards and Covenants imposed upon the properties.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right of access to and easement of enjoyment in their Lot and to the Common Area if any is added to the Properties. Such rights 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 assessments and other fees for the cost of operating the Association, maintaining the common area, and any other purpose which benefits its Members.
- (b) the right of the Association to enter upon a Lot for the purpose of maintaining the utility and drainage easements as shown on the recorded plat or as established herein.
- (c) the right of the Association to suspend the voting rights and right to use any common area by an Owner for any period during which an assessment against his Lot remains unpaid.
- (d) the right of the Association to adopt, amend, and delete rules and regulations governing the use and maintenance of the Properties and the conduct of the residents thereon.
- (e) the right of the Association to levy monetary fines for any violation of its published rules and regulations and to charge interest for any delinquent assessments.
- (f) the right of the Association to annex the properties into an incorporated municipality or to dedicate or transfer all or part of any Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by two-thirds (2/3) of the members and documented in a written instrument which shall be recorded.

Section 2. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to his Lot and the Common Area or the members of his family, his tenants, or contract purchasers who reside on the property. Such delegation shall not relieve the Owner from financial obligations, use restrictions, and other responsibilities arising under this Declaration.

Section 3. Parcels A & B: The Declarant shall retain ownership of Parcel A & Parcel B. Parcels A & B are non-conforming Lots which are too small to build single family homes. The Declarant shall have the right but shall not be required to:

- 1) Retain ownership of the parcels subject to utility, drainage and access easement rights conveyed to other parties, or
- 2) Dedicate Parcel A and/or Parcel B as common area to be maintained by the Association subject to the provisions of this Declaration, or
- 3) Dedicate Parcel A and/or Parcel B to Okaloosa County or such other governmental authority having jurisdiction over Indian Lake P.U.D. for the purpose of connecting or continuing a right-of-way, or
- 4) Divide Parcel A between Lot 1 and Lot 109 and Parcel B between Lot 50 and Lot 51. Upon conveyance of a quit claim deed to those Lot Owners, Parcel A or Parcel B shall cease to exist and become a part of those designated Lots and be subject to utility, drainage and access easements conveyed to other parties by the Declarant.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in Association: Every Owner of a numbered 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. Classes of Membership, Voting Rights: The Association shall have two classes of membership for voting purposes:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease to exist and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- (a) when the total votes outstanding in the Class A membership exceeds twice the total votes outstanding in the Class B membership, or
- (b) on December 31, 2005 or
- (c) five (5) years after the annexation of the last parcel of additional real property brought within the jurisdiction of the ILHOA by the Declarant.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments: Every Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments to provide for budgeted expenditures, (2) special assessments for capital improvements and extraordinary expenditures, and (3) monetary fines as imposed by the Board of Directors. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments and monetary fines together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall be exempt from paying annual or special assessments while the Owner of any Lots.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Properties including Common Area, if any.

Section 3. Annual Assessment: The Declarant or Board of Directors shall establish the Annual Assessment at such amount necessary to adequately fund the ILHOA budget. Commencing with the conveyance of the first Lot to an Owner, the annual assessment shall be one-hundred dollars (\$100.00) per Lot. The initial maximum annual assessment shall not exceed two-hundred fifty dollars (\$250.00) per Lot. The Declarant shall not be required to pay annual assessments while it is the Owner of any Lots. However, the Declarant shall guarantee the ILHOA budget and cover any shortfalls in funding during the time that the Declarant is a Class B member of the Association.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors or the Declarant may increase the maximum annual assessment by not more than ten percent (10%) over the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy special assessments for the purposes of paying for in whole or in part, the cost of any land acquisition, capital improvement, construction, reconstruction, repair, or replacement of any improvement upon the Properties, including the exterior of buildings, drainage swales, fences, walls and drives, and utility systems, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such subsequent meetings shall be held within 60 days of the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in monthly, quarterly, or annual installments. The Board of Directors may authorize a discounted or reduced rate for prepayment of assessments, incentive to attend meetings, as compensation for services by certain members or any other purposes that the Board of Directors deems necessary or beneficial to the Association.

Section 7. Commencement of Annual Assessments and Due Dates: The annual assessments shall commence as to each Lot on the first day following the conveyance of the Lot to an Owner other than the Declarant. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner of a Lot. In the event that no notice is sent, the annual assessment shall be the same as the previous year. The due dates shall be January 1 of each calendar year or as other wise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Monetary Fines: The Board of Directors may impose monetary fines not to exceed \$20.00 per day or \$2,500.00 per occurrence on an Owner who violates the covenants or published rules and regulations or is delinquent in the payment of assessments by more than sixty (60) days. Such owner shall first be given an opportunity to defend against or to correct the infraction. Notice of an imposed fine shall be recorded in the Okaloosa County Public Records and become a lien against the property per Article IV Section 9.

Section 9. Effect of Nonpayment of Assessments and Fines: 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 rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay an assessment or fine and/or foreclose the lien for the assessments or fines against the Lot in Okaloosa County Courts. No owner may waive or otherwise escape liability for the assessments or fines provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages: The lien of the assessment or fines provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect 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 assessments or fines as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such subsequent Owner from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (ACC): The Declarant shall appoint a minimum of three (3) persons to serve as the Architectural Control Committee (ACC) to review and approve plans for all new construction. The ACC shall serve as the "Unified Controller" as required by Section 3.01.04 of the Land Development Code of Okaloosa County as amended in November, 1994. Upon written request by the Declarant or after the Declarant has sold all the Lots of any phase in Indian Lake P.U.D., the Board of Directors of the Association shall appoint a minimum of three (3) persons to serve on the ACC to review and approve Owner requests for additional improvements, or the renovation or remodeling of existing homes.

Section 2. Architectural Standards and Review Procedures: The ACC shall formulate Architectural Standards which shall serve as a guideline for design and construction of all new houses built in Indian Lake. The Architectural Standards shall contain procedures for the submission and review of building plans. The major areas of plan review shall consist of, but not be limited to, building exterior design and siting, use of exterior finish materials and detailing, landscaping and other site improvements. So long as the decision to approve or disapprove plans are not arbitrary, capricious or unreasonable, the decision of and requirements by the ACC are final. In the event the ACC fails to approve or disapprove such a request for modification or addition to Lot improvements within sixty (60) days after said plans and specifications have been properly submitted, approval will be deemed to have been granted. The ACC members appointed by the Board of Directors shall continue to use the Architectural Standards as a guideline to review and approve/disapprove the Owner requests for additions or maintenance to, renovation or remodeling of existing homes. The ACC shall make available to all prospective purchasers or lot owners copies of the Architectural Standards upon request at a reasonable charge.

Section 3. Building Restrictions: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the ACC.

Section 4. Violations: The ACC shall report violations of the Architectural Standards to the Board of Directors and the Declarant. The Declarant or Board of Directors may require that any unauthorized modifications or additions to Lot improvements be removed and impose fines for failure to comply within a reasonable period of time after giving thirty (30) days advance written notice of the infraction. The amount of fines levied shall not exceed those imposed by Article IV Section 8 of this Declaration. The ACC shall give written notice to the Owner and if in the opinion of the ACC sufficient

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remedy is not attained, the ACC shall report the violation to the Board of Directors or Declarant who shall have the right, but not the obligation, to enter the Lot where such violation exists and summarily abate, correct or remove same, all at the expense of the Owner of the Lot, which expense shall be payable to the Association upon demand. Such entry, abatement, correction, or removal shall not be deemed a trespass or make the Association or the Declarant liable in any way for damages incurred.

ARTICLE VI

LOT MAINTENANCE

The Owner of each Lot shall neatly maintain and keep in good repair the exterior of dwellings and other improvements such as landscaping, fences, walks, and drives. If, for any reason, the Lot Owner fails to maintain the Lot and its improvements in a manner satisfactory to the Association. An acceptable standard that will be used by the Association are conditions which effect the health, safety and welfare of the neighborhood. After receiving a thirty (30) day written notice of the deficiency, the Association may enter upon the property and make the repairs, remove debris, or do whatever is necessary to restore the property to an attractive appearance. The cost of such work plus a reasonable fee for supervision shall be charged to the Owner and shall become a lien against the lot and a delinquent assessment if not paid within thirty (30) days.

ARTICLE VII

MODIFICATION OF PLATTED LOTS

The Declarant shall have the right to combine, divide or modify platted lots and may authorize Lot Owners to move lot lines and easements for the purpose of allowing greater flexibility in house design or correcting violations of setback requirements. No modification of a platted lot shall be approved or made if such change will increase the unit density of the development or create a non-conforming lot as defined by the Land Development Code of Okaloosa County as amended in November, 1994. The modification of platted lots shall require a survey and legal description prepared by a Florida registered surveyor, which shall be approved by the Declarant and recorded as an amendment to the plat in the Public Records of Okaloosa County.

ARTICLE VIII

EASEMENTS

Section 1. Platted Access, Drainage and Utility Easements: Non-exclusive easements along the dedicated right-of-ways adjacent to the side boundaries of Lots 1 & 2, 5 & 6, 8 & 9, 10 & 11, 99 & 100 and adjacent to the north boundary of Lots 1 through 11 and across Parcels A & B are reserved for the use of the Declarant, the Association, and all governmental agencies and utility companies for access, construction, operation, and maintenance of meters, pipes, poles, lights, conduits, and other facilities above and below ground. These easements are also for the movement, accumulation, and percolation of storm water and no alteration of the finished grade of the land within these easements shall be permitted without the written approval of the Declarant or Board of Directors. No structure shall be erected within these areas except privacy fences of approved design, utility equipment, HVAC equipment, irrigation wells and pumps. The cost of maintaining the access, drainage and utility easements shall be the responsibility of the Owner of the Lot including removing and replacing the privacy fences or other equipment when necessary to have unrestricted access to maintain the easement.

Section 2. Other Access Drainage and Utility Easements: A five-foot (5') wide non-exclusive easement along the side boundary of each lot is reserved for the Declarant, the Association, governmental agencies and utilities, and adjoining Lot Owners for the purpose of gaining access to utility and drainage facilities easements and for the maintenance of Lot improvements. No permanent structure or improvement which will impede access shall be erected or placed on this easement except wood privacy fences with a minimum of 3 foot (3') wide gates or 5 foot (5') wide removable sections, HVAC equipment, utility equipment, irrigation wells and pumps.

Section 3. Aviation Easement & Noise Disclosure: The Declarant grants an easement to permit the continuing right to the use of the air space above Indian Lake Phase I for the purpose of aircraft operations associated with the Destin/Ft. Walton Beach Airport. It is understood by the Declarant and disclosed to the Lot Owners, their successors, and assigns that the real property described in Exhibit A as Noise Zone "C" lies in close proximity to an operating airport. The operation of the airport and the landing and take-off of aircraft may generate high noise levels which may be objectionable. The Declarant covenants that they shall not initiate or support action in any court or before any governmental agency if the purpose of the action is to interfere with, restrict, or reduce the reasonable operation of the Destin/Ft. Walton Beach Airport or the use of that airport by any aircraft. Owners further covenant that they shall not protest or object to the operation of the airport or the landing or take-off of aircraft before any court or agency of government. The covenants contained herein shall run with the land and shall be binding upon the owners, successors, and assigns of the Declarant.

Section 4. Lake Access Easement: The 1.9 acre parcel described as Indian Lake is not a part of the Phase I Indian Lake Planned Unit Development. The Owners of Lots 51 through 55 and Lots 99 through 109 shall have the non-exclusive right to use the Lake solely for the purpose of fishing and viewing. No boating, canoeing or swimming will be permitted on Indian Lake. No docks, seawall or other construction shall be permitted or allowed at Indian Lake except the Declarant shall have the right to construct and maintain a storm water system which utilizes Indian Lake. The Owner of a Lot adjacent to Indian Lake shall be responsible for landscaping and maintaining the shoreline of Indian Lake adjacent to that Owner's Lot. The original Grant of Easement to the Declarant is recorded in Book 1893 Page 1345 of the Okaloosa

County Public Records. A green belt area, not less than twenty five feet (25') wide across the rear of each of the above lots, shall be landscaped and maintained by the Lot Owners. Changes in grade or landscaping must be approved by the ACC within the greenbelt area. No structure or improvement other than concrete patios or wood decks of approved design shall be placed or built within the green belt area.

Section 5. Landscaping and Irrigation Easement: All Lot Owners will be responsible for maintaining and irrigating the swale, sidewalk and landscaped areas that lie on or between their Lot and the paved road portion of the road. The Association shall be responsible for maintaining the landscaping of the two (2) Islands on Two Circle Road along with maintaining the entry signage and landscaping for the property lying south of Lots 45 through 50. Lot 54 shall provide irrigation to the southern most island on Two Circle Road. Lot 102 shall provide irrigation for the northern most island on Two Circle Road. Lot 45 through Lot 50 shall provide irrigation for the landscaped area of the road right-of-way lying south of those Lots. In addition, Lot 45 and Lot 46 shall provide irrigation water for their respective sides at the intersection of Two Circle Road and Henderson Beach Boulevard (formerly known as Comprehensive Road).

Section 6. Duration of Easement: The easements, as described herein, shall run forever with the land unless amended or terminated by the written agreement of 90 percent (90%) of the Lot Owners and then only with the written consent of any first mortgagees who have a security interest in the Properties.

ARTICLE IX

USE RESTRICTIONS

Section 1. Single Family Residence: No structure shall be erected or altered on a lot other than detached single family dwellings which are in harmony with the exterior design materials and color scheme of other Indian Lake dwellings as approved by the Architectural Control Committee (ACC).

Section 2. Minimum Residence Size: All houses constructed shall have a minimum of 1600 square feet living area for a single story house or 1800 square feet living area for a two story house with 1200 square feet living area on the first floor plus an attached two car garage of not less than 400 square feet.

Section 3. Building Setbacks: No portion of the structure of any dwelling except roof overhangs shall be constructed within the following setback distances from the lot boundary lines: Front - 25.0 feet, Side - 6.0 feet, Rear - 15 feet, Lake - 25 feet. No structure shall exceed 35' in height above ground level. The Declarant or the ACC may grant variances from the above setback requirements but in no event shall any setback be approved which does not meet the Okaloosa County requirements.

Section 4. Garages: All permanent dwellings shall include a two car garage attached to the primary structure. Open carports or detached garages are not permitted. Garages shall be used exclusively for automobiles or other vehicle parking and equipment storage and not converted to interior living space without the written approval of the ACC.

Section 5. Fences: Privacy fences may be built and maintained on any lot, but no closer to the front of the lot than the mid-point of the side permanent structures. In no event shall any fence connect to any house at a point closer than fifteen feet (15') from the front corner of the house. Fences may not be located outside property lines and shall not be erected between the front of a house and the street or within the greenbelt area surrounding the lake. The location, materials, style, color and design shall be first approved by the ACC. No chain link fences will be allowed. Corner lots and lake lots may have additional requirements which will be identified by the ACC.

Section 6. Lot Appearance: All improved lots shall be graded and landscaped in a manner that does not impede the designed flow or retention of storm-water along and within the drainage swales. Landscaping improvements shall be maintained in a neat, natural, and attractive condition at all times. Irrigation systems are required.

Section 7. Vehicle Parking: Each Lot shall have a concrete driveway of sufficient size to park off street a minimum of two standard size automobiles. Only operable vehicles which serve as the primary mode of transportation shall be parked on the driveways of the Lots. No wheeled vehicles of any kind, including RV's, boats or motor homes may be kept on public right-of-ways of the Property, or in the driveways, front, side or rear yards area of any Lot except that on a two or three day temporary basis for cleaning and maintenance. Boats or wheeled vehicles must be kept completely inside the garage or within the rear yard of a Lot provided such object is sufficiently screened so that it is hidden from view. No trailers of any kind, mobile homes, or motor homes shall be stored or kept for use on any Lot. Disabled vehicles under repair may be kept on a Lot only within the garage located on said Lot.

Section 8. Antennas, Satellite Dishes, Aerials and Overhead Wires: No antenna, aerial or other electronic equipment shall be erected on any lot, except within the dwelling structure or as approved by the ACC. Satellite dishes shall be limited to a 24" diameter dish, such as the RCA dish. All telephone, electric and other utility lines and connections between main lines and the residence or outbuildings, except temporary lines to houses under construction, shall be located underground.

Section 9. Mailboxes: Mailboxes shall be grouped together in pairs and located on common property lines. All mailboxes shall conform to the designs approved by the ACC and shall be installed by the Builder. The house numbers shall be of a uniform style and color used throughout the subdivision.

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Section 10. Laundry and Clotheslines: All dwellings shall provide a space for washing and drying clothes within the structure. Laundry shall not be dried outside. Clotheslines shall not be permitted on any lot unless completely concealed from view from the street or neighboring lots.

Section 11. Window Treatments: Window and door treatments shall display only neutral colors from the outside. No aluminum foil, signs, or other material which detracts from the appearance of a dwelling shall be placed or be visible from windows and doors.

Section 12. Signs: No signs of any kind shall be displayed at any time on a Lot, except professionally painted signs not more than five (5) square feet in area advertising the Lot and its improvements for sale or rent or such other signs approved by the ACC.

Section 13. Trash Removal: All garbage and trash shall be kept in sanitary containers located within the dwelling or screened from view from the street except for the day of collection. All Owners shall subscribe to the garbage pickup service provided or approved by the Association. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any Lot nor upon any lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris shall be permitted.

Section 14. Pets: No person shall keep more than two (2) domestic dogs, cats or other animals in any dwelling unless confined exclusively to the interior of the dwelling. No animals of any kind may be kept for breeding or commercial purposes. The Owner of any animal shall have the animal on a leash or otherwise restrained at all times when not confined within the dwelling or fenced yard. Such animals shall not be permitted to trespass upon another Lot without the consent of the Owner of the Lot. No pet may be kept on a Lot if it disturbs other Owners in any way.

Section 15. Obnoxious Activity: No obnoxious activity or offensive or illegal trade shall be conducted or condoned upon any Lot which is or becomes a nuisance to other Lot Owners, residents, or neighbors. No motor home, house trailer, camper, tent, shed, garage, barn, or other structure not approved by the Declarant or Association shall be used as a residence at any time, either temporarily or permanently, nor shall any such unapproved structure be used for storage, office, or other purposes except during the construction and initial sale of the houses on the Lots.

Section 16. Wells & Irrigation Systems: Wells and irrigation systems are required in front, back and side yards in order to maintain the lawns and landscaping on each Lot. Said system will be used solely to supply water for an air-conditioning or heating installation, irrigation purposes, swimming pools, or other exterior uses. No artesian wells are allowed.

Section 17. Street Lighting: The Declarant has contracted with Gulf Power to install street lighting for the Development. The cost of operating and maintaining the street lights shall be an operating expense of the Association.

Section 18. Speed Limits & Motorist Obstructions: The maximum speed limit for all vehicles shall be 25 MPH. No sign, structure, or landscaping shall be placed or permitted which may obstruct the vision of any motorist in any way or prevent the safe operation of motor vehicles.

Section 19. Obligation to Build: Other than the Declarant, all Lot Owner have the obligation to build a single family dwelling approved by the ACC upon the Lot within two (2) years after receiving title to the Lot. During this period, the Owner is further obligated to maintain his Lot in a manner that does not detract from the appearance of or constitute a nuisance to the surrounding lots.

Section 20. Non-Owner Residents: Lot Owners renting or leasing their homes are required to include an acknowledgement in their lease or rental agreement that the tenant has received and agrees to abide by the terms and conditions of these covenants. A Lot Owner is responsible for the conduct of all parties occupying or visiting the property.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. Thereafter, the Declaration shall be automatically extended for successive periods of ten (10) years, unless a 2/3 majority of the members of the Association decide that such covenants, conditions and restrictions shall abate. Such decision, if made, shall be evidenced by an agreement in writing signed by a 2/3 majority of the membership setting forth their decision, which document shall become effective when duly recorded in the Public Records of Okaloosa County, Florida. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners and the record owners of first mortgages constituting liens against the Lots belonging to the Lot Owners signing such amending instrument. Any amendment must be recorded in the Public Records of Okaloosa County, Florida to be effective. The Declarant may amend this Declaration without approval of the Class A members or other parties having a security interest in the properties for purposes of clarification or in order to conform to the policies or recommendations of the Veteran's Administration, the Federal Housing Authority, Okaloosa County or other governmental agencies having jurisdiction over the properties.

Section 2. Annexation of Additional Phases of Development: Additional residential property and Common Area may be annexed to the Properties by the Declarant without approval of the Class A members at any time within ten (10) years after the recording of the Indian Lake Phase I Plat or five (5) years after the recording of a subsequent phase of Indian Lake plat, but in no event after December 31, 2005. At the time of recording of this Declaration, the Declarant

anticipates that two (2) or more additional phases will be annexed into Indian Lake P.U.D. and that the project will consist of 120 or more residential lots. No property will be annexed unless it adjoins (and is complimentary with) existing phases of Indian Lake. Any common area that is annexed or dedicated shall be for the benefit of and maintained by the Lot Owners of all phases of Indian Lake. The annexation of additional property shall be evidenced by and become effective upon the recording a plat in the Public Records and an amendment subjecting the property to this Declaration. The Declarant shall receive Class B voting and membership rights for all lots annexed in subsequent phases of the development as described in Article III of this Declaration.

Section 3. Annexation into the City of Destin: Indian Lake Phase I and certain additional properties which are intended to become subsequent Indian Lake Phases are located within unincorporated areas of Okaloosa County. After all Lots owned by the Declarant in any Phase of Indian Lake are sold, a two-thirds (2/3) majority of the Lot Owners may elect to annex into the City of Destin. The notice of the meeting, quorum and voting requirements shall be the same as Article IV Section 5 of this Declaration.

Section 4. Enforcement: The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or by 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. In the event litigation is required to enforce any rights hereunder, the parties shall seek adjudication in the courts of Okaloosa County and shall waive their right to a jury trial.

Section 5. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 6. FHA/VA Approval: As long as there is a Class B membership, the annexation of additional property, the dedication of Common Area, or the amendment of this Declaration the Federal Housing Administration or the Veterans Administration shall have the right to veto an amendment after receiving notice of such amendment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of August, 1995.

INDIAN LAKE DEVELOPERS, JOINT VENTURE

Judy E. Cannon
WITNESS JUDY E. CANNON
Kathleen Ates
WITNESS KATHLEEN ATES

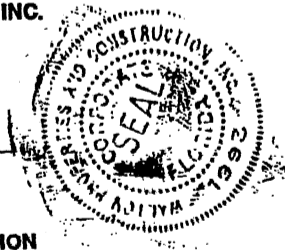
Felix A. Beukenkamp
FELIX A. BEUKENKAMP, PRESIDENT



WALTON PROPERTIES & CONSTRUCTION, INC.

Judy E. Cannon
WITNESS JUDY E. CANNON
Kathleen Ates
WITNESS KATHLEEN ATES

George R. Smith
GEORGE R. SMITH, PRESIDENT



CROSSWINDS DEVELOPMENT CORPORATION

Judy E. Cannon
WITNESS JUDY E. CANNON
Kathleen Ates
WITNESS KATHLEEN ATES

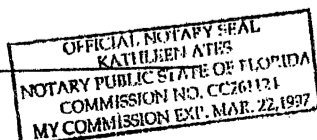
Robert A. Fisher
ROBERT A. FISHER, PRESIDENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared FELIX A. BEUKENKAMP, PRESIDENT INDIAN LAKES BGG DEVELOPMENT, INC., GEORGE R. SMITH, PRESIDENT WALTON PROPERTIES & CONSTRUCTION, INC., AND ROBERT A. FISHER, PRESIDENT CROSSWINDS DEVELOPMENT CORPORATION, PARTNERS of INDIAN LAKE DEVELOPERS, J.V. They are personally known to me and did not take an oath.

Kathleen Ates
NOTARY PUBLIC

My Commission Expires: _____



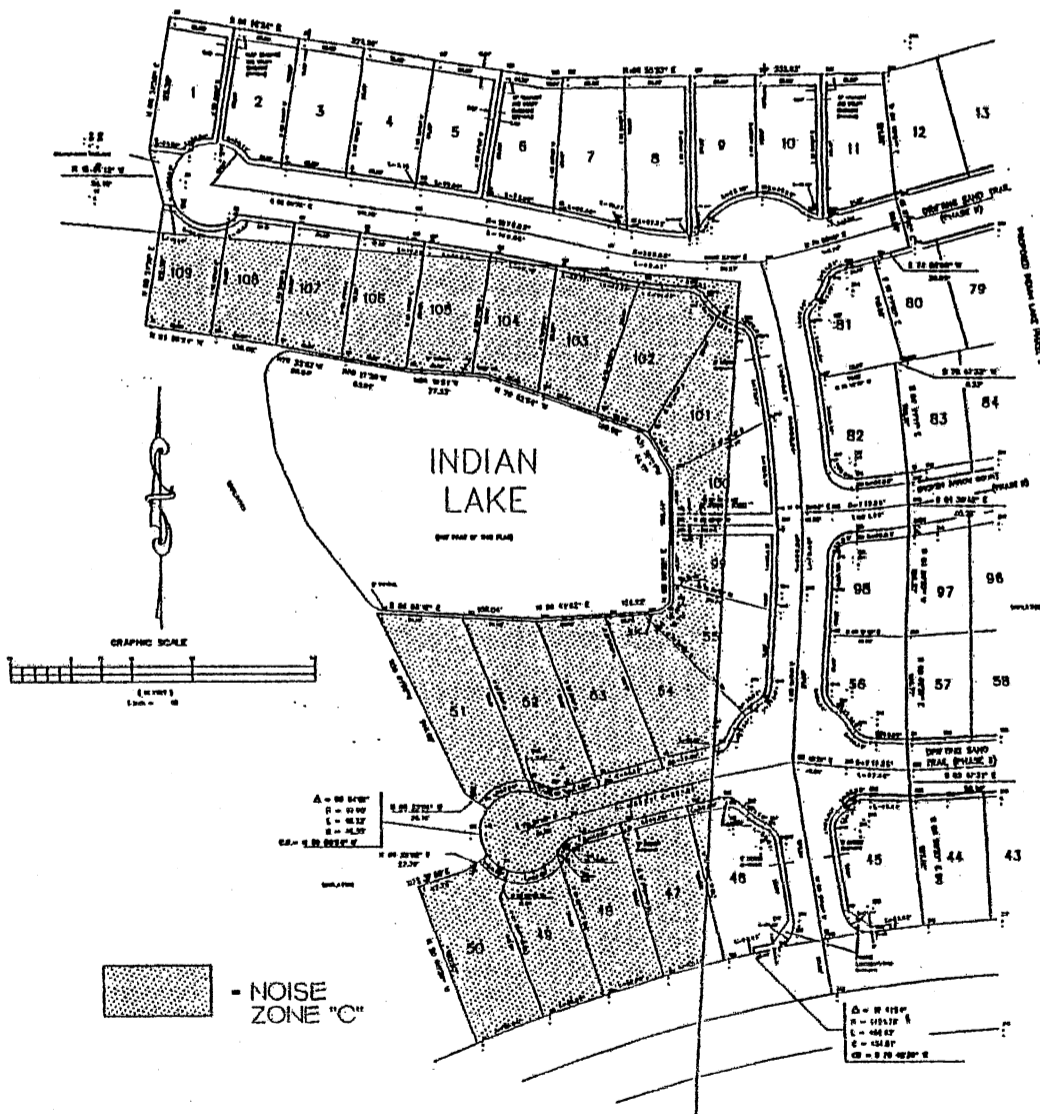
**** OFFICIAL RECORDS ****
BK 1943 PG 373

EXHIBIT "A"

INDIAN LAKE PHASE I

A PLANNED UNIT DEVELOPMENT

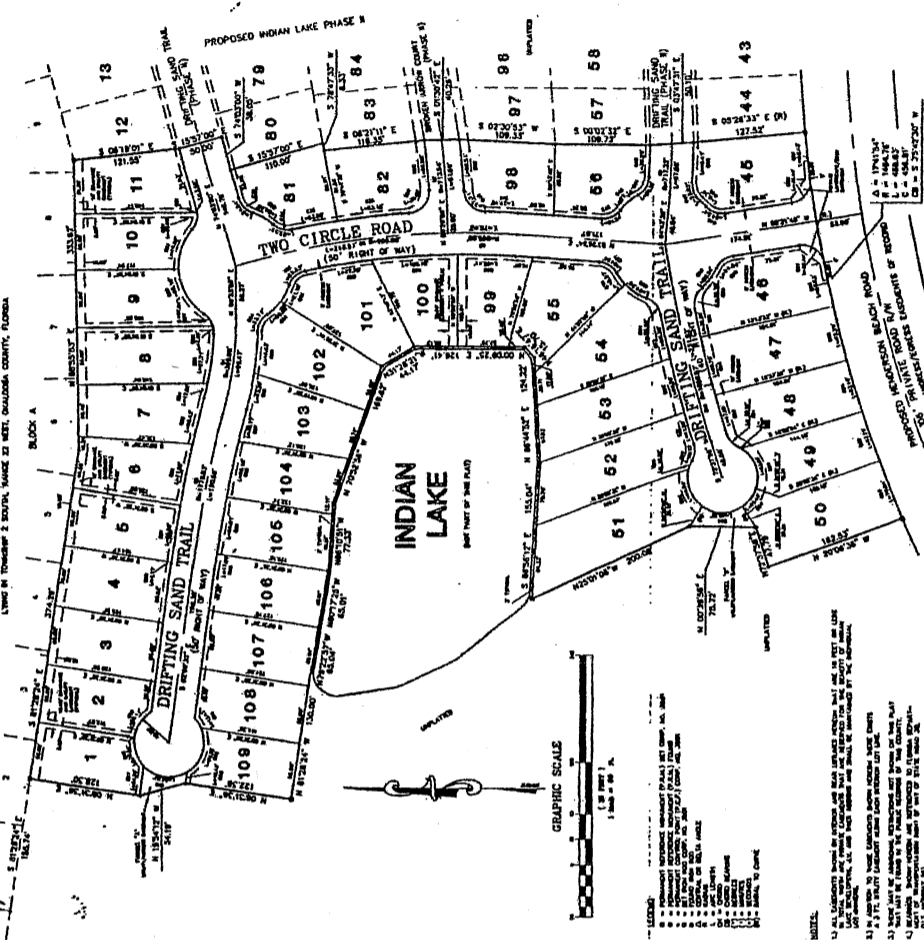
LYNN H. WILSON & SONS, RANGE 20 WEST, OKALOOSA COUNTY, FLORIDA



GUSTIN, GOTHEN & YUCKER, INC.
 121 MARKET STREET
 NEW ORLEANS, LA. 70112

INDIAN LAKE PHASE I A PLANNED UNIT DEVELOPMENT

TRACT IN TOWNSHIP 2 NORTH, RANGE 23 WEST, CALHOUN COUNTY, FLORIDA



**** OFFICIAL RECORDS ****
BK 2011 PG 837

**AMENDMENT SUBJECTING ADDITIONAL PROPERTY TO
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR
INDIAN LAKE, PHASE I, A PLANNED UNIT DEVELOPMENT**

WHEREAS, on the 28th day of August, 1995, INDIAN LAKE DEVELOPERS, a Florida Joint Venture, hereinafter referred to as "Declarant," did cause to be executed that Declaration of Covenants, Conditions and Restrictions for Indian Lake Phase I, a Planned Unit Development, and caused the same to be recorded in Official Records Book 1943 at Page 365, of the Public Records of Okaloosa County, Florida, and subjected the real property in that Declaration to the terms of the Covenants, Conditions and Restrictions contained therein, and

WHEREAS, Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions, contemplated the annexation of additional phases of development, and

WHEREAS, the Declarant has caused INDIAN LAKE, PHASE II to be created and platted in Plat Book 16 at Page 35, of the Public Records of Okaloosa County, Florida, and

WHEREAS, INDIAN LAKE, PHASE II by the recording of the plat in the public records, and the filing of this amendment subjects the real property described in INDIAN LAKE, PHASE II to the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943 at Page 365, Public Records of Okaloosa County, Florida.

NOW, THEREFORE, pursuant to that power reserved unto the Declarant to annex additional phases of development as set forth in Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development is hereby amended so as to provide that that real property described on the plat of INDIAN LAKE, PHASE II, as recorded in Plat Book 16 at Page 35 of the Public Records of Okaloosa County, Florida, is hereby subjected to those Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development as recorded in Official Records Book 1943 at Page 365, Public Records of Okaloosa County, Florida.

4/17/97 (11/11)

**** OFFICIAL RECORDS ****
BK 2011 PG 838

WITNESSED this 18th day of July, 1996.

WITNESSES:

DECLARANT:

INDIAN LAKE DEVELOPERS, a
Florida Joint Venture

INDIAN LAKES BBG DEVELOPMENT, INC.

By: FELIX A BEUKENKAMP, its President

Susan K. Nelson
Susan K. Nelson
Marilyn L. Wentworth
Marilyn L. Wentworth

WALTON PROPERTIES & CONSTRUCTION,
INC.

By: GEORGE R. SMITH, its President

Susan K. Nelson
Susan Nelson
Laura Shattles
Laura Shattles

CROSSWINDS DEVELOPMENT CORPORATION

By: ROBERT A. FISHER, its President

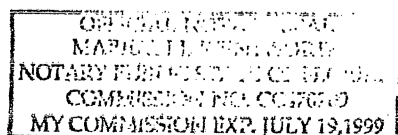
Marilyn L. Wentworth
Marilyn L. Wentworth
Susan K. Nelson
Susan K. Nelson

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this
18th day of July, 1996, by Felix A. Beukenkamp, as
President of Indian Lakes BBG Development, Inc. on behalf of the
corporation,

X who is personally known to me, or
_____ who has produced _____
as identification.

Marilyn L. Wentworth
Notary Public Marilyn L. Wentworth
My Commission Expires:

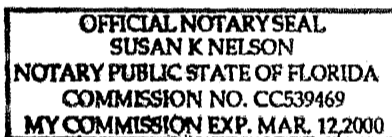


**** OFFICIAL RECORDS ****
BK 2011 PG 839

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12th day of July, 1996, by George R. Smith, as President of Walton Properties & Construction, Inc. on behalf of the corporation,

X who is personally known to me, or
who has produced _____
as identification.



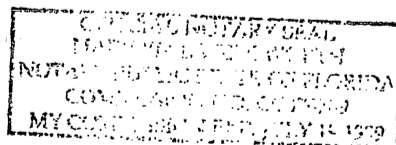
Susan K. Nelson
Notary Public Susan K. Nelson
My Commission Expires:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12th day of July, 1996, by Robert A. Fisher, as President of Crosswinds Development Corporation, on behalf of the corporation,

X who is personally known to me, or
who has produced _____
as identification.

Marilyn L. Wentworth
Notary Public Marilyn L. Wentworth
My Commission Expires:



(re/rest-cov\indianla.rc/mw



**** OFFICIAL RECORDS ****
BK 2044 PG 894

**AMENDMENT SUBJECTING ADDITIONAL PROPERTY TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
INDIAN LAKE, PHASE I, A PLANNED UNIT DEVELOPMENT**

WHEREAS, on the 28th day of August, 1995, INDIAN LAKE DEVELOPERS, a Florida Joint Venture, hereinafter referred to as "Declarant," did cause to be executed that Declaration of Covenants, Conditions and Restrictions for Indian Lake Phase I, a Planned Unit Development, and caused the same to be recorded in Official Records Book 1943, at Page 365, of the Public Records of Okaloosa County, Florida, and subjected the real property in that Declaration to the terms of the Covenants, Conditions and Restrictions contained therein, and

WHEREAS, Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions, contemplated the annexation of additional phases of development, and

WHEREAS, by instrument recorded in Official Records Book 2011, Page 837, of the Public Records of Okaloosa County, Florida, INDIAN LAKES, PHASE II was made subject to the real property in that Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida.

WHEREAS, the Declarant has caused INDIAN LAKE, PHASE III to be created and platted in Plat Book 16, at Pages 92 and 93, of the Public Records of Okaloosa County, Florida, and

WHEREAS, INDIAN LAKE, PHASE III by the recording of the plat in the public records, and the filing of this amendment subjects the real property described in INDIAN LAKES, PHASE III to the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida.

NOW, THEREFORE, pursuant to that power reserved unto the Declarant to annex additional phases of development as set forth in Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development is hereby amended so as to provide that that real property described on the plat of INDIAN LAKE, PHASE III, as recorded in Plat Book 16, at Pages 92 and 93, of the Public Records of Okaloosa County, Florida, is hereby subjected to those Declaration of Covenants, Conditions and Restrictions for INDIAN

**** OFFICIAL RECORDS ****
BK 2044 PG 895

LAKE PHASE I, a Planned Unit Development as recorded in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida.

WITNESSED this 2nd day of January, 1997.

WITNESSES:

DECLARANT:

INDIAN LAKE DEVELOPERS, a
Florida Joint Venture

INDIAN LAKES BBG DEVELOPMENT, INC.

Marsha K. Littell
Kathleen Ates
MARSHA K. LITTELL
KATHLEEN ATES

By: FELIX A. BEUKENKAMP, its President

WALTON PROPERTIES & CONSTRUCTION, INC.

Marsha K. Littell
Kathleen Ates
MARSHA K. LITTELL
KATHLEEN ATES

By: GEORGE R. SMITH, its President

CROSSWINDS DEVELOPMENT CORPORATION

Marilyn L. Wentworth
Susan K. Nelson
Marilyn L. Wentworth
Susan K. Nelson

By: ROBERT A FISHER, its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of January, 1997, by Felix A. Beukenkamp, as President of Indian Lakes BBG Development, Inc. on behalf of the corporation,

who is personally known to me, or
 who has produced
_____ as identification.

Kathleen Ates
Notary Public
My Commission Expires: _____

OFFICIAL NOTARY SEAL
KATHLEEN ATES
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC261124
MY COMMISSION EXP. MAR. 22, 1997

**** OFFICIAL RECORDS ****
BK 2044 PG 896

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of January, 1997, by George R. Smith, as President of Walton Properties & Construction, Inc. on behalf of the corporation,

✓ who is personally known to me, or
 who has produced _____
as identification.

Kathleen Ates
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
KATHLEEN ATES
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC261124
MY COMMISSION EXP. MAR. 22, 1997

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of January, 1997, by Robert A. Fisher, as President of Crosswinds Development Corporation, on behalf of the corporation,

X who is personally known to me, or
 who has produced _____
as identification.

Marilyn L. Wentworth
Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
MARILYN L. WENTWORTH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC276733
MY COMMISSION EXP. JULY 19, 1999

THIS INSTRUMENT PREPARED BY:
INDIAN LAKE DEVELOPERS
1200 CROSSWINDS LANDING
FORT WALTON BEACH, FLORIDA 32547

FILE # 1525387 RCD: Jan 03 1997 @ 08:34AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

(re\rest-cov\indian13.rc\sm #6161)



**** OFFICIAL RECORDS ****
BK 2061 PG 691

\$19.50

3248

**AMENDMENT SUBJECTING ADDITIONAL PROPERTY TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
INDIAN LAKE, PHASE I, A PLANNED UNIT DEVELOPMENT**

WHEREAS, on the 28th day of August, 1995, INDIAN LAKE DEVELOPERS, a Florida Joint Venture, hereinafter referred to as "Declarant," did cause to be executed that Declaration of Covenants, Conditions and Restrictions for Indian Lake Phase I, a Planned Unit Development, and caused the same to be recorded in Official Records Book 1943, at Page 365, of the Public Records of Okaloosa County, Florida, and subjected the real property in that Declaration to the terms of the Covenants, Conditions and Restrictions contained therein, and

WHEREAS, Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions, contemplated the annexation of additional phases of development, and

WHEREAS, by instrument recorded in Official Records Book 2011, Page 837, of the Public Records of Okaloosa County, Florida, INDIAN LAKES, PHASE II was made subject to the real property in that Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida, and

WHEREAS, by instrument recorded in Official Records Book 2044, Pages 894 and 895, of the Public Records of Okaloosa County, Florida, INDIAN LAKES, PHASE III was made subject to the real property in that Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida, and

WHEREAS, the Declarant has caused INDIAN LAKE, PHASE IV to be created and platted in Plat Book 16, at Page 94, of the Public Records of Okaloosa County, Florida, and

WHEREAS, INDIAN LAKE PHASE IV by the recording of the plat in the public records, and the filing of this amendment subjects the real property described in INDIAN LAKES, PHASE IV to the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development, as set forth in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida.

NOW, THEREFORE, pursuant to that power reserved unto the Declarant to annex additional phases of development as set forth in Article X, Section 2, of the Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development is hereby amended so as to provide that that real property described on the Plat of Indian Lake, Phase IV, as recorded in Plat Book 16, at Page 94, of the Public Records of Okaloosa County, Florida, is hereby subjected to those Declaration of Covenants, Conditions and Restrictions for INDIAN LAKE PHASE I, a Planned Unit Development as recorded in Official Records Book 1943, at Page 365, Public Records of Okaloosa County, Florida.

to be
97-7422

This instrument was prepared by
W. Ray [unclear]
Attorney at Law, P. O. Box 114
P. O. Box 114, Florida 32444

INDIAN LAKE ARCHITECTURAL STANDARDS
(ARCHSTAN.IL - 11/22/86)

I. ARCHITECTURAL CONTROL COMMITTEE (ACC)

- A. During the development and sale of lots in Indian Lake each Joint Venturer partner of Indian Lake Developers shall appoint one (1) member to the Architectural Control Committee (ACC). After all lots have been sold or upon the assignment of the ACC's function from the Developer to the Owners, the Owners shall elect or appoint five (5) members that will serve on the ACC. A majority of the ACC members shall constitute a quorum necessary to approve or deny plans.
- B. The responsibility of the Architectural Control Committee is reviewing and approving or denying the building plans, siting, color schemes, exterior finish schedules of all new construction and renovation of the houses or other improvements placed on the lots. The decision or interpretation of the ACC as to the suitability of any design or alteration is final. These Standards are intended to be a general guide for the ACC and may be waived, changed or enforced at their discretion.
- C. The Architectural Control Committee shall review qualifications of and approve any builder prior to an owner entering into a contract with that builder to construct a house. Only a properly licensed, experienced and financially stable builder shall be approved to build houses in Indian Lake. A list of approved Builders is available from the ACC

II. Architectural Control Committee PROCEDURES

- A. A Lot Owner (or person(s) with a contract to purchase a lot) shall submit two (2) sets of plans and specifications along with an application to build or modify improvements to any member of the Architectural Control Committee. (See attached list of current members).
- B. The Architectural Control Committee shall attempt to review the plans within thirty (30) days of submission and shall either:
 - 1) approve or deny plans as submitted, or
 - 2) withhold approval but make recommendations for modifications to plans as submitted
 - 3) consider appeals from Owners who disagree with the Architectural Control Committee's recommendations or denial

If the ACC fails to consider a plan submission or appeal within sixty (60) days, it shall be deemed approved. However, such approval shall not relieve the Owner from complying with setback, size and other requirements of the Recorded Restrictive Covenants.

- C. The Architectural Control Committee shall retain one (1) copy of the approved plans and return one (1) copy to the Lot Owner along with a letter authorizing the Owner to build.
- D. The review of plans shall be based on the compatibility of the proposed house with the general architectural theme of development and with neighboring houses and the conformity of plans with adopted Architectural Standards. Decisions to approve or deny plans by the ACC shall not be arbitrary or capricious.

III. INDIAN LAKE THEME

- A. All homes built in Indian Lake shall be designed to achieve a traditional or South Florida appearance and built of high-quality, low-maintenance energy efficient materials.
- B. Builders shall attempt to preserve natural vegetation and topography when possible.

IV. SITE RESTRICTIONS

- A. Drainage & Utility Easements: No structure shall be erected on or alteration made to the grade of any drainage or utility easement that would limit or hinder that easements intended purpose. A drainage swale for the collection and retention of stormwater shall be constructed and adjacent to each lot on the right of way between the road curb and the sidewalk and be at least 8" deep along the center.
- B. Sidewalks & Driveways: A 4' wide concrete sidewalk shall be constructed on the lot within the 5' access easement adjacent to the right of ways. The sidewalk elevation shall be approximately the same height but no lower than the adjacent road curb. A minimum 16' wide driveway and 42" wide sidewalk connecting the drive to the front entry shall be built on each lot. Site concrete work shall consist of untinted concrete with light broom finish. Lot Owners shall be required to construct driveways to meet requirements of overall drainage plan with a swale no lower than 2" below the sidewalk and curb elevation.

- C. Vehicle Parking Requirement: All lots shall provide at least a two car attached garage which shall not be converted into living area and a driveway of such minimum size capable of parking two cars off the street.
- D. Fences & Walls: Fences or walls shall be built only according to designs and materials approved by the Architectural Control Committee. Chain link fences are not allowed. Wood privacy fences using 1 x 6 pressure treated pine vertical pickets are preferred. The use of the "stockade" design is encouraged around the perimeter of the Indian Lake development while the "shadowbox" or "reverse board" design should be used between Indian Lake houses along the side and rear property lines. Maintenance responsibility for fences should be shared by the Owners who benefit from them.
- E. Landscaping: All yards shall be sodded with centipede grass with shrubbery beds and natural areas designed to enhance the appearance of the house. A well, pump and irrigation system shall be included on each lot.
- F. Signage: No signs shall be permitted on any lot other than those offering the property for sale or rent or those signs advertising the builder and/or construction lender during the construction of the house unless approved by the ACC.

V. BUILDING RESTRICTIONS

- A. Type Structures: The structures built upon a lot shall be limited to one or two story single family residential dwellings.
- B. Building Size: All houses constructed shall have a minimum of 1600 square feet living area for a single story house or 1800 square feet living area for a two story house with at least 1200 square feet living area on the first floor. All houses shall have an attached two car garage of not less than 400 square feet.
- C. Building Setbacks: The following minimum setbacks shall be observed for all structures:
 Street: 25 feet Rear: 15 feet Lake: 25 feet Side: 6 feet

 The Architectural Control Committee may grant variances to these setbacks but not less than the minimum setback required by local government exercising jurisdiction over the project.
- D. Foundations: Building foundations shall be constructed using monolithic concrete slabs or concrete slabs on concrete block stem walls. The elevation of all slabs shall be at least 12" above the lowest point of the crown of the road adjacent to the lot.
- E. Out Buildings/Detached Structures: No outbuildings or structures detached from the dwelling unit shall be permitted unless:
 - 1) such structures are constructed of exterior finish materials identical to the house,
 - 2) they are located within the appropriate building setbacks, and
 - 3) their intended use, design and siting are approved by the Architectural Control Committee
- F. Service Yards: Air-conditioning units, lawn pumps and other mechanical equipment shall be hidden from view from the street by shrubbery, approved fencing or walls constructed of the same exterior finish materials adjacent to the equipment.
- G. Mailboxes: Mailboxes shall be grouped together in pairs and located on common property lines. All mailboxes shall conform to the designs approved by the Architectural Control Committee and shall be installed by the Builder. The house numbers shall be of a uniform style and color used throughout the subdivision.
- H. Window Treatments: Window and door treatments shall display only neutral colors from the outside. No aluminum foil, signs, or other material which detracts from the appearance of a dwelling shall be placed in or be visible from windows and doors.

VI. BUILDING EXTERIOR APPEARANCE

- A. Obviously Similar Buildings: No building shall be approved if it has substantially the same elevation, exterior finish and color scheme as another house located within three lots adjacent to or across from the proposed house.

- B. Architectural Design: Houses shall be designed to achieve the appearance of a traditional or Florida style house as interpreted by the Architectural Control Committee. Examples are on file with the Architectural Control Committee. Roof elements shall consist of a mixture of hip, gable and/or shed roofs with pitches ranging from 5/12 to 9/12. Roof overhangs shall be not less than 8" or more than 16" on primary roofs.
- C. Construction Materials: The use of low maintenance/high quality exterior finishes is encouraged. The materials and equipment should qualify as "energy efficient", according to Gulf Power or Okaloosa Gas standards.
- a) Roofing: Dimensional Shingles of earth tone colors
 - b) Exterior Wall Finish: Brick, stucco or a combination of brick & stucco. Other exterior finish materials may be permitted on minor architectural elements only if specifically approved by the Architectural Control Committee.
 - c) Cornice Work: Vinyl or aluminum wrapped
 - d) Windows: Double glazed painted or anodized aluminum frame (no mill finish) with clear or colonial lites. Transom, circle top, eyebrow and other decorative windows are encouraged.
 - e) Insulation: Houses located in Noise Zone C shall be insulated according to applicable requirements.
- D. Color Schemes: The use of soft pastel and earthtone colors is encouraged. Cornice work and other trim should be in a slightly contrasting color to achieve a soft blend of colors. The roof color should coordinate with the exterior wall finish color and should not be the same color as an adjacent house.
- E. Exterior Lighting: An exterior light shall be provided at all entrances to the house and at the garage door. Exterior flood lights shall not be used where they will shine upon a neighboring house. The use of landscape lighting or flood lights to illuminate the front elevation of the house is encouraged.
- F. House Numbers: House numbers shall be of a uniform style and color used throughout the subdivision. The numbers shall be placed in a horizontal arrangement adjacent to the front entry.

MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE (ACC)

Mr. Robert A. Fisher, President
Crosswinds Development Corporation
1200 Crosswinds Landing
Ft. Walton Beach, FL 32547
Telephone: (904) 862-3600
Fax: (904) 863-9445

Mr. George R. Smith, President
Walton Properties & Construction, Inc.
701 NW Anchors
Ft. Walton Beach, FL 32548
Telephone: (904) 244-3330
Fax: (904) 244-3216

Mr. Felix A. Beukenkamp, President
Indian Lakes BBG Development, Inc.
1270 N. Eqlin Parkway (P. O. Box 857)
Shalimar, FL 32579
Telephone: (904) 651-8673
Fax: (904) 651-8644