



**Covenants, Restrictions, and Reservations – February 4, 2021**

**COVENANTS, RESTRICTIONS, AND RESERVATIONS**

**SPARKLING WATERS SUBDIVISION**

**State of Florida**  
**County of Okaloosa**

The Sparkling Waters Homeowners Association, Inc., hereinafter “the Association,” a Florida Corporation not for profit, representing the owners of the following described property in the County of Okaloosa, State of Florida, to-Wit:

Lots 1 through 22, both inclusive, Block A  
Lots 1 through 10, both inclusive, Block B  
Lots 1 through 2, both inclusive, Block C  
Lots 1 through 8, both inclusive, Block D SPARKLING WATERS  
SUBDIVISION, according to the Plat recorded Plat Book 17, Pages 92-93  
Public Records, Okaloosa County, Florida.

Desiring to restrict the use of said property for the benefit thereof and to promote its development, does hereby encumber all of the above described property with these covenants, restrictions, and reservations as are hereinafter set forth and declares that such covenants, restrictions, and reservations shall apply to and bind it, its successors and assigns, for the term set forth hereinafter and that said covenants and restrictions shall run with the land.

1. All lots above described in the preambles hereto shall be known described, used and occupied as residential lots. The term "residential" as used herein shall be held and construed to exclude hospitals, nurseries, duplex houses, businesses offering short-term vacation rentals (defined as lease terms of less than 3 months), and apartment houses and to exclude any development, operations or drilling for oil gas or other minerals, or any refining or quarrying or mining or placing or maintaining on the premises of any tanks, wells, shaft, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited. Notwithstanding the provisions of this paragraph, dwellings constructed on the lots to which these covenants, restrictions and reservations are applicable may, with the written permission of the Association, be temporarily used as model homes. The use of dwellings for such purpose shall only be for such period of time and only upon such conditions as the Association may in its sole discretion specify.

2. Only one residence shall be constructed on each sub-division lot, however, this shall not prohibit construction of a residence on a portion of two or more lots as shown on the above referred to subdivision plat.

3. No structure shall be erected, altered, placed or permitted to remain on any building lot other than one detached single-family dwelling not to exceed three stories in height, except swimming pools, docks and similar structures as hereinafter provided.

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4. The word "house", or "residence", or "building", or "structures", or "dwelling", as used herein shall include galleries, porches, porte-cocheres, projections and every other permanent part of such improvements, except roofs.

5. Unless the Association or its designated representative shall have expressly consented in writing to a lesser minimum square footage, no dwelling or residence shall be permitted upon any homesite subject to these covenants, restrictions and reservations which does not have a total square footage, excluding a carport, garage, porch, utility and storage area, as follows:

All houses to contain 2,500 square feet, if two story a minimum of 1,300 square feet will be required on the first floor.

All houses to have a minimum of a two-car garage.

No dwellings or residence having more than two stories shall be constructed on a home site until the Association or its duly designated representative shall have first consented in writing to the construction of such residence. In the event of construction of a dwelling or residence having more than two stories, the minimum square footage requirement shall be no less than those requirements specified for construction of a two story residence on such home site and such square footage minimums may be increased by the Association or its duly designated representative prior to granting it written consent to the construction of such a dwelling or residence. All houses are to be brick, stucco, fiber cement siding, composite siding, or vinyl siding and the roofs are to have dimensional asphalt shingles, tile, or metal roofing.

6. No out building, detached garages or detached servant houses or other detached building shall be constructed on any lot in the subdivision unless the Association or its duly designated representative shall have expressly consented to such construction in writing.

7. 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, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line. Any such temporary building or structure buildings and unused materials shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

8. No noxious or offensive trade or activity shall be carried out on any home site nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No home or home site shall be used for a short-term vacation rental business in which the owner is not a resident and lease terms are less than 3 months.

9. Any building located on any home site in the subdivision must have written approval of the plot plan and construction plans describing location and position of building

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or buildings to be constructed thereon prior to commencement of any construction. Except upon having first obtained the written consent of the Association or its duly designated representative, no building or residence shall be located on a home site in the subdivision which would be nearer than 10 feet to any side street line, nearer than 10 feet to the adjoining house, or nearer than 10 feet to the rear lot line, except there shall be a 50 foot set-back line for all water front lots. All setback lines to be further governed by Okaloosa County Building requirements. The Association reserves the right to modify or grant variances to the above stated minimum setback requirements at any time and for any reason. All such modifications or granting of variances must be made in writing and executed by the Association or its duly designated representative.

10. No residence, building, swimming pool, boathouse, dock, jetty bulkhead, or other structures shall be erected, placed or altered on any building lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been approved in writing by the Association or its designated representative as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation. In the event that the Association or its designated representative fails to approve or disapprove such design or location within 30 days after full and complete plans and specification have been submitted to the Association, such approval shall not be required and these covenants shall be deemed to have been fully complied with, provided, however, that this waiver provision shall not apply to any dock, swimming pool, boathouse, bulkhead, jetty or other structure not connected with the main dwelling which is connected to or built upon any subdivision lot or the submerged land adjoining any subdivision lot and such structures must be approved by the Association or its designated representative. Neither Association nor its designated representative shall receive any compensation for services performed pursuant to these covenants, restrictions and reservations.

11. No garbage, trash, ashes, refuse, junk or other waste, inoperative vehicles, travel trailers, house trailers, large commercial vehicles, or boats shall be stored, kept thrown or dumped on any lot or street in the subdivision or permitted to remain on any such place. No recreational vehicles of a length greater than 20 feet and no boats of length greater than 20 feet shall be stored or kept on any lot within the subdivision unless the same shall be kept and stored in a fully enclosed garage. No boats of any size shall be kept in the front or side yard of any lot within the subdivision and no boats of any size shall be permitted to be stored or kept in the rear of any lot within the subdivision. Large commercial vehicles shall be defined to mean any vehicle used primarily for a business purpose that has either more than four tires or exceeds 20 feet in length.

12. No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on any lot, except for dogs, cats or other household pets which may be kept, provided they are not kept, bred or maintained for any commercial purpose. All pets will be kept on a leash and not allowed to run free on other people's lots.

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13. No signs of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet in said area advertising the property for sale or for rent or signs used by a builder to advertise the property during the construction or sale of such property.

14. Neither outdoor privy nor other method of disposing of sewage not approved by the Florida State Board of Health shall be permitted anywhere in the subdivision. No well, except for lawn watering purposes shall be sunk or maintained on any part of the subdivision unless facilities furnishing water for human consumption are not made available by means of water distribution lines installed along either side of the street or alley, right of way abutting any home site property line, within 15 days after the beginning of visible construction of improvements upon any particular home site and written notification requesting water be made to the governmental body or utility company or person then having the right to install water lines in the subdivision.

15. No excavation, except such as is necessary for the construction of improvements shall be permitted, nor shall any hole of any kind be dug, except wells for lawn pump purposes, and in the event water is not furnished for human consumption as provided in paragraph 14, then wells for human consumption; and excepting swimming pools, jetties and bulkheads which have been properly approved by the Association in accordance with paragraph 10 hereof.

16. Each owner of a lot subject to these covenants, restrictions and reservations covenants and agrees to construct simultaneously with the construction of a dwelling, a sidewalk having a width of three feet, which sidewalk shall be located within the confines of the street right-of-way and immediately adjacent to the front property line of lines of the lot upon which such dwelling is being constructed. All lots to have an underground sprinkler system and lawns are to be completely sodded.

17.1. Each owner of a lot to which these covenants, restrictions and reservations are applicable shall be required to participate as a member of SPARKLING WATERS HOME OWNERS ASSOCIATION, INC., a Florida Corporation not for profit, which corporation has been organized to provide a means by which the owner of lots within the subdivision may collectively share the 1/42 expense of repair, replacement and maintenance of all private streets of the subdivision, repair, replacement and maintenance of the subdivision entrance fence, the repair, replacement and maintenance of the street lighting and the electric bills of these lights, and repair, replacement and maintenance of the gazebo constructed in the common area. The Board of Directors shall have the power to give up to a ONE HUNDRED DOLLAR (\$100.00) credit on annual assessments per lot in exchange for in-kind volunteer work by the lot owner. The foregoing credit and in-kind volunteer work must be approved in advance by the Board of Directors with respect to each lot. In addition, the Community Boat Dock, which includes the main walkway and all platforms, is a common area, a common expense of the Association, and may be used by all members of the Association. The Association has now constructed a community boat dock to accommodate 12 boat slips. The boat slips, which are depicted on the drawing shown in

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Exhibit A, shall be available solely for the use of the Owners who have an Assignment and a written agreement with the Association (“Agreement”).

17.2. “Boat Slip Owners” are owners who possess the exclusive right to use a boat slip. Boat Slip Owners shall moor their boat/vessel in accordance with all terms, conditions and requirements set forth in any Sovereignty Submerged Lands Lease, as described below, to which the Association is a party, including, but not limited to, the requirement that all vessels, including any extensions of the vessels, shall be within the leased premises under such Lease.

17.3. Boat Slip Owners with the exclusive use of a boat slip shall be solely responsible for the costs of repair, replacement, and maintenance of the boat slips and Mooring Facility, which includes that finger piers, water access and fixtures, electrical access and fixtures and any other items used exclusively for the Mooring Facility. . There shall be a separate budget for the expenses of utilities, repair, maintenance, insurance and other costs related to such boat slips and the Mooring Facility (“Slip Fees”). The Slip Fees shall be determined by the Association from time to time and payable upon demand by the Association. Boat Slip Owners shall each be responsible for 1/12th share of the budget of the Slip Fees, with exception of certain items, such as electricity and the cost of Community Dock repairs, in which the Boat Slip Owners shall be responsible for their equitable share in accordance with paragraph 18.2. The Association shall have a lien and assessment to secure the lot owner's obligation for all expenses. All such assessments, together with the expense of their collection, including court costs and a reasonable attorney's fee, shall be secured by a lien against the individual lots.

17.4. A Boat Slip Owner shall have the right to reassign the Boat Slip, either as part of the sale of his/her/their lot, or as a stand-alone transfer to another Sparkling Waters lot owner. Notice of the assignment must be given to the Association, in writing, and a new Agreement, on the form provided by the Association, must be executed between the Association and the new owner. All reassignments are subject to the terms and conditions of the Covenants and Rules and Regulations, as amended from time to time.

17.5. The exclusive use right will terminate in the event Boat Slip Owner conveys his/her/their interest in the lot, without also assigning the use of the boat slip, as provided for in these Covenants. In that event, the right to use the boat slip shall revert to the Association.

17.6. In the event the Boat Slip Owner fails to maintain his/her/their boat slip in a first class manner and in good working order, and otherwise in accordance with the provisions of Rules and Regulations of the Association, the Agreement or these Covenants, upon fifteen (15) days prior written notice from the Association to the Owner, the Association shall have the right, but not the obligation, to make the repairs, and the Boat Slip Owner shall be responsible for the reimbursement of all costs incurred by the Association in connection with such repairs.

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17.7. Boat Slip Owner shall not injure, nor mar, nor in any manner deface the Boat Slip or Mooring Facility, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced.

17.8. Boat Slip Owner shall make no alteration or improvements to the boat slips, finger piers, Community Dock or Mooring Facility and shall install no pilings, dock boxes, or other equipment or apparatus, without the prior approval of the Board of Directors.

17.9. Boat Slip Owners agree to hold Association harmless and to indemnify it against any liability and/or property damage liability which may arise or accrue by reasons of the use by Boat Slip Owner (or his guests or invitees) of the facilities. In case of emergency, as that term is reasonably defined by the Association, Boat Slip Owners agree that Association, its agents and/or employees, is authorized to take whatever measures Association deems appropriate and necessary to prevent damage to the Association property, Boat Slip Owner's vessel, or any other vessel; however, in no case shall the Association, its agents and/or employees, have liability for undertaking or failing to undertake any such measures.

17.10. Boat Slip Owners agree to assume all responsibility for insurance respecting the vessel moored at the boat slip, and to assert no claim of coverage under any insurance policy of Association for claims arising out of such use. Association shall not be responsible for theft of the vessel or any personal property therein or a part thereof, nor shall Association be responsible for any damage to the vessel nor damage or injury to person or property.

17.11. The Board of Directors has the authority to promulgate rules and regulations governing the use of the boat slips, Community Boat Dock and Mooring Facility and common property of the Association.

17.12. Use of the boat slips and Mooring Facility shall be subject to Rules and Regulations duly adopted by the Board of Directors, as amended from time to time. Any vessel not in compliance with this provision shall be towed at the expense of the Boat Slip Owner. In the event the Boat Slip Owner abandons the use of the boat slip, fails to comply with the terms of the Agreement, Covenants or Rules and Regulations and/or fails to make the payment of Slip Fees charged by the Association related to the boat slip or Mooring Facility, the Association shall take such action, as it deems reasonably necessary, to seek compliance, including but not limited initiating collection process for delinquencies, levy a fine for violations, terminating the Owner's right to use the boat slip, or such other remedy as the Association deems appropriate.

18.1. The Association is a party to that certain Sovereignty Submerged Lands Lease No. 460345211 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, for the period from May 4, 2015 until May 4, 2025 ("Sovereignty Submerged Lands Lease" or "Lease"), including renewals and amendments thereof. The Sovereignty Submerged Lands Lease is recorded in Book 3202, Page 2764 of the Public Records of

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Okaloosa County, Florida. The Association is bound by each term and provision of such Lease and is obligated to pay annual lease fees plus sales tax as set out in the Lease.

18.2. The Association or its designated representative reserves the right to assign the exclusive use rights for each of the boat slips on terms and conditions acceptable to Association or its designated representative. The Community Boat Dock shall be deemed to be common property of the Association, which will allow all owners the privilege of use. The right to use the boat slips, however, shall be limited to those owners designated by the Association or its designated representative. The cost of maintaining, repairing and insuring the Community Boat Dock thereto shall be a common expense, as well as an appropriate share of the Submerged Land Lease shall be a common expense to the Association. The cost of repairing, replacing, and insuring the boat slips and Mooring Facility, as defined above, as well as an appropriate share of the Submerged Land Lease and Community Dock repairs shall be a shared expense of the respective boat slip owners in accordance with Table 18.2.1 below.

Table 18.2.1: Cost sharing ratios for repair or replacement of Community Dock

<b>Cost Element</b>	<b>Slip Assignee Share</b>	<b>HOA Share</b>
Common Walkway	50%	50%
Swimming Platform	0%	100%
Fishing Platform	19%	81%
Finger piers and other slip structures	100%	0%
Power pedestals	100%	0%
Electrical access and fixtures	92%	8%
Water access and fixtures	92%	8%

18.3. All lease fees, sales tax fees, rental tax fees, or any other fee, tax, charge, fine or expense that shall be due and owing by the Association pursuant to the terms of the Sovereignty Submerged Lands Lease shall be paid promptly and timely by the Boat Slip Owner who has the exclusive right to use such designated boat slip and whose ownership, conduct, action, omission, or inaction has caused such fee, tax, charge, fine or expense to be levied or incurred, and such fees, taxes, charges, fines or expenses shall be a charge against such owner's lot, which charge shall be subject to the Association's lien and foreclosure rights in the same manner as assessments pursuant to the governing documents of the Association.

19. The Association or its duly designated representative reserves the right to hereinafter modify, amend or grant variances to any of the foregoing covenants and restrictions which in Association's sole discretion such modification, amendment or variance is deemed proper. Any modification or amendment shall be made by vote of the Association membership in accordance with the laws of the State of Florida.

20. The Association reserves a perpetual easement in, on, over and under all drainage and utility easements as reflected on the plat of Sparkling Waters Subdivision as recorded



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in the Public Records of Okaloosa County Florida, and additionally reserves unto itself a perpetual easement for drainage and utility purposes in, on, over and under a strip of land 14 feet in width along the front line of each lot subject to these covenants, restrictions and reservations with full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to erect maintain poles, conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for sewage, water, gas storm drainage and other utilities therein. All property owners to keep all lots as natural as possible and neat and tidy to the center of easement.

**All lot owners will abide by the wetland Jurisdictional lines set forth by the Corp of Engineers and Department of Environmental Protection as indicated on the subdivision plat. The buyer/owner acknowledges that work within these areas may require permits or other authorization from both agencies.**

21. Violation of any restriction or covenant shall give the Association or its duly designated the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass. The Association shall have the right to impose fines for violations of the covenants, restrictions and reservations and rules and regulations of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The amount of the fine for each occurrence and in the aggregate shall be as set out in the By-laws. All fines in excess of \$1,000.00 in the aggregate shall become a lien on the lot and shall be collected and enforced in accordance with the provisions for the collection of delinquent assessments.

22. These covenants and restrictions are to run with the land and shall be part of all deeds and contracts or conveyance of any and all lots in this subdivision and shall be binding on all parties and persons claiming under them until January 1, 2050, at which time said covenants, restrictions and reservations shall be automatically renewed for additional successive periods of thirty years. These covenant, restrictions and reservations may be terminated at any time after January 1, 2007 by written and recorded agreement of a majority of the record owners. To avoid extinguishment of these covenants, restrictions, and reservations under the Florida Marketable Record Title Act, Chapter 712, Florida statutes, the Association shall, prior to the expiration of each thirty year period of effectivity, publish a notice in accordance with §720.3032 of the Florida Statutes to extend the effectivity of the covenants, restrictions, and reservations.

23. If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants, restrictions and reservations while in force and effect, it shall be lawful for the Association, its duly designated representative or any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent from doing so or to recover damages for such violation. In the event the Association or its duly designated representative shall commence any proceeding to enforce these covenants, restrictions and reservations, or be required to defend any such suit regarding such covenants, restrictions

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and reservations and prevail in such obligation regarding the enforcement or upholding of such covenants, restrictions and reservations then in such event the party against whom such action has been brought or defended shall be responsible to pay the Association a reasonable attorney's fee for the bringing or defending of such action.

24. In no event and under no circumstances shall a violation of any covenant or restriction or reservation hereof contained work a forfeiture or reverter of title.

25. Invalidation of any of these covenants, restriction and reservations by judgement or court order shall in no way affect any other provision, which shall remain in full force and affect.

26. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the lots and for the improvement and maintenance of the common areas existing now or in the future. Assessments for common expenses, including annual assessments, special assessments, and charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees and costs incurred in attempting to collect said assessments or charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the lot against which such assessments or charges are made. Each assessment or charge against a lot, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including but not limited to attorney's fees, shall be the personal obligation of the person, persons or entity owning the lot assessed or charged and shall be the joint and several liability of all Owners of the lot. Except as provided below, any person or entity which acquires title to a lot, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid assessments and charges against the predecessor for his/her share of the charges and assessments, including interest, late fees, attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. Said lien shall be effective from the date of recordation amongst the Public Records of Okaloosa County, Florida. The lien shall set forth the amounts due to the Association as of the date the lien is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the Covenants, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a Claim of Lien against the lot. Upon full payment of all sums secured by the lien and costs, expenses and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a lot as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of assessments or charges pertaining to such lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said

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first mortgage of record as provided in Section 720.3085, Florida Statutes (2010), as amended from time to time.

27. If any provision of these Covenants, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Covenants shall remain in full force and effect.

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EXHIBIT "A"

SLIP ASSIGNMENTS

