

SEMINOLE LANDING

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made and entered into this 18th day of November, 1989, by JOHN C. AND MARY E. DONOVAN, (H&W), Developers.

Witnesseth

WHEREAS, Declarant is the owner of certain property in Baldwin County, Alabama, which is more particularly described as:

Seminole Landing, a subdivision according to Slide 1151A and Slide 1151B of the public records of Baldwin County, Alabama.

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real 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 thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Seminole Landing Homeowners Association, Inc., an Alabama Corporation not for profit, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to all real property (together with improvements thereon) owned by the Association at the time of conveyance of the first lot by Declarant and shall be that area designated as "Private Access Easement" and all roads and rights of way on the recorded plat of Seminole Landing.

Section 3. "Declarant" shall mean and refer to John C. and Mary E. Donovan, developers of Seminole Landing.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a lot merely as security for performance of an obligation.

Section 5. "Lot" shall mean and refer to all of those lots shown on the recorded subdivision plat of Seminole Landing.

ARTICLE II

Section 1. Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Each Owner 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 and the one vote for each lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one lot.



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ARTICLE III

Use Restrictions

Section 1. All lots shall be used and occupied solely for residential purpose and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any lot other than single-family structures with a private garage or carport attached to the main structure or detached garage or carport for not more than three vehicles with a servant's room, storage building, tool room, and/or laundry room attached to same, except in the case of a domestic well pump house. Any permitted detached structure shall be set back so that the front thereof is no closer to the front lot line than the front of the residential structure.

Section 2. All buildings erected or constructed on any lot shall contain a minimum of 1250 square feet of floor area. Garages, porches, patios, decks and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 3. Outside clothes lines or satellite receiving dishes shall not be permitted on any lot unless they are non-visible from street view. In the case of riverfront lots, they must be non-visible from water view in addition to being non-visible from street view.

Section 4. All garbage and trash containers, oil tanks, bottled gas tanks and the like shall be kept clean and sanitary and must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any lot line.

Section 5. No trailer, house trailer, mobile home, modular home, motor home, basement, tent, garage, barn or other outbuilding shall, at any time, be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. NO building that is unfinished on the exterior shall be occupied.

Section 6. NO animals, livestock or poultry of any kind shall be kept or maintained on any lot except that dogs, cats and other household pets may be kept provided that they are duly licensed if applicable. In addition, horses and ponies may be kept with no more than four (4) on interior lots - numbers 45 through 53 with NO horses or ponies permitted on Lots 1 through 44.

Section 7. NO part or portion of the property shall be used to lease billboards on a commercial basis, it being the intent that such prohibition does not prevent the developer or other seller(s) of all or part of this property to advertise the property with a sign not to exceed six (6) square feet in size.

Section 8. The lots shall not be used to store vehicles which are not in serviceable or usable condition nor to store junk, wrecked cars or other similar materials and no inoperable or unlicensed automobile or vehicle shall be parked on any lot or street, nor permitted to remain thereon.

Section 9. NO outside toilet facilities, portable or otherwise, shall be maintained on the property, except as such temporary facilities are placed upon the property in connection with construction activity, pursuant to written approval of seller. Any sewage disposal system shall be of a type approved by the County and/or State Department of Health and shall be maintained by the Owner at all times in proper sanitary condition and in accordance with applicable State and County laws, regulations and ordinances.

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Section 10. All buildings shall be set back thirty (30) feet from front lot line; ten (10) feet from each side lot line; from the rear lot line - thirty-five (35) feet; from the side lot line which abuts the street - thirty (30) feet. The buildings set back provisions do not effect the erection of a pump house for domestic well in the set back area.

Section 11. All lots shall be conveyed as a whole except that lots may be resubdivided, subject to approval by the Baldwin County Health Department, into parcels provided the parcels equal or exceed 32,000 square feet of land area. Thereafter, such resubdivided lots shall constitute lots for purposes of this Declaration. Lots 45 through 53 cannot be resubdivided, in any way, regardless of the square feet of land area.

Section 12. NO wharf, pier, dock or boat dock shall be located nearer than ten (10) feet from any side lot line provided, however, that the owners of two (2) or more adjoining lots may construct a common boat dock or similar structure, subject to written approval and documentation of the Homeowners' Association, in which event, the side lot line set back just referenced shall not apply to those lot lines common to such adjoining lots.

Section 13. NO lot shall be clean cut of all trees nor shall trees be cut on any lot so that there is less than two (2) mature trees at least three (3) inches in diameter (measured four (4) feet from the ground) for each 2,000 square feet of land area. NO tree with a diameter greater than ten (10) inches (measured four (4) feet from the ground) shall be cut down unless it shall interfere with construction of the residential structure. On lots that contain no trees three (3) inches or greater in diameter (measured four (4) feet from the ground), at least four (4) trees for each 2,000 square feet of land must be left standing after lot clearing. However, dead, diseased and/or damaged trees, regardless of size, must be removed regardless of aesthetics and removal is subject to the written approval of the Homeowners' Association.

Section 14. NO use shall be made of the word "Champion" in any designation of the property.

Section 15. NO fence shall be erected nearer to the front lot line of the lot than the front line of the residential structure on lots 1 through 44 inclusive. Prior to the construction of any fence on any lot, the lot owner shall obtain approval of a majority of the Board of Directors of Seminole Landing Property Owners Association, Inc., a non-profit corporation.

Section 16. "Utility Easement" means and refers to a general utility easement ten (10) feet in width along all roads and rights of way on the recorded plat of Seminole Landing for the purpose of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain which may damage or interfere with the installation of such utilities, or which may change the direction or flow of drainage easements.

Section 17. All piers, bulkheads and/or boat slips must be permitted through the proper permitting agencies (ArmyCorps of Engineers, A.D.E.M., etc.).

#### ARTICLE IV

Section 1. The Owner of each lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an annual

ARTICLE IV

assessment for capital improvements to the private access easement and/or maintenance of drainage easements in Seminole Landing. The annual assessments, together with interest, costs and reasonable attorney's fees shall be charged on each lot and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be a personal obligation of the person(s) who is Owner of the such lot at the time when the assessment becomes due.

Section 2. Notwithstanding anything to the contrary herein contained, Declarant shall not be required to pay any assessments until three-fourths (75%) of the lots are sold.

Section 3. "Purpose of Assessments" means and refers to the assessments levied by the Association and shall be used exclusively for capital improvements, maintenance, management and care of the private roads, private access easement, and drainage easements. The Association also shall pay Ad Valorem Taxes on the private access easement and private roads. The Association shall fund, in a reserve account, such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads and other Common Areas.

Section 4. "Annual Assessment" means and refers to the annual assessment which shall be \$100/lot per year. The maximum increase in the assessment per year shall be 15%. The lot owners will fix the annual assessment by a vote of majority of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose. Regardless of the provisions above, the Association shall be obliged to pay all Ad Valorem Real Property Taxes upon the private access easement and private roads and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 5. "Notice and Quorum for Any Action Authorized Under Section 3:" means and refers to the written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article which shall be sent by United States mail, postage prepaid, to all owners (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members of proxies entitled to cast fifty (50%) percent of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at subsequent meetings shall be one-third (1/3) of the required quorum at the preceding meeting. NO such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. "Annual Assessment Periods and Due Dates" means and refers to the annual assessment which shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the majority of the lot owners who are voting at a meeting duly called for this purpose. Written notice of the annual assessment shall be mailed to every owner. The annual assessment provided herein shall not commence prior to the first day of the first month after the document is recorded in the public records of Baldwin County, Alabama and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any lot and due date of each assessment. A properly executed and sealed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

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Section 7. The annual assessment rate shall be the same rate for all the lots.

Section 8. "Effect of Nonpayment of Assessment". Remedies of the Association means and refers to any annual assessment not paid within thirty (30) days after the due date and which shall bear an interest from the due date at the highest legal rate. The Association may, after first giving them ten (10) days written notice to the holder of any first mortgage, bring action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. NO owner may waive or otherwise avoid personal liability for the assessment provided for herein by non-use of the private access easement, facilities or abandonment of his lot.

Section 9. "Subordination of Assessment Lien to First Mortgages" means and refers to the lien of the assessment provided for herein which shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter coming due or from the lien thereof.

#### ARTICLE V

##### Common Areas

Section 1. Private Access Easement Use and Enjoyment: Every owner shall have a right and easement of use and enjoyment in and to the private access easement lot and private roads which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a) The right of the Association to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the private access easement.
- b) The right of the Association to suspend by voting rights and the right of the owner to use and enjoy any recreational facility situated upon the private access easement for any period during which any assessment against his lot remains unpaid or any violation of the provisions of this Declaration uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.
- c) The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of the private access easement by published rules and regulations, including the number of guests and prescribing hours of usage.
- d) The right of the Association to dedicate or transfer all or any part of the Common Areas, including private roads, to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer and

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unless written notice of the proposed action is sent to every member not less than sixty (60) days in advance, provided; however, that for a period of two (2) years from the date of recording this Declaration the Developer may, without action of the Association, grant such utility easements, licenses or the like, across or under, all or any portion of the Common Areas including private roads which the Developer, in its sole discretion, deems appropriate or necessary for the benefit of all owners.

Section 2. Declarants, for themselves, their heirs and assigns, do hereby reserve unto themselves a non-exclusive perpetual easement and right of ingress and egress across, under and to all Common Areas, including private roads. The easement retained herein shall be appurtenant to all lands described in that certain deed from Champion Realty Corporation to Declarants dated September 18, 1986 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on September 18, 1986 in Real Property Book 262, Pages 1090-1094, less and except the portion thereof comprising Seminole Landing, a subdivision as heretofore described in this instrument. Declarants, in their sole discretion, may grant to the subsequent owners of the lands to which the easement retained herein is appurtenant such right of use and ingress and egress across, under and to the Common Areas described herein as Declarants may determine to be necessary and appropriate for the further development of the lands to which the easement retained herein is appurtenant. Declarants shall have the right, but not the obligation to require the subsequent owners of the property to which the easement retained herein is appurtenant to pay a portion of the expenses for taxes, and maintenance of the Common Areas as herein defined under such terms and conditions as the Declarants, in their sole discretion deem reasonable, necessary or appropriate.

Section 3. The owners of Lots Six through Eleven, inclusive, shall have an easement over and across that portion of Lot 12 designated as "Drainage Easement" which is located along the Southwesterly boundary of said Lot 12 and further over and across that portion of Lot 12 which is located between Lots 13 and Lot 6 running easterly from said "Drainage Easement" to Styx River. The easement granted herein may be used for maintaining a walkway or boardwalk over and across such lands and the maintenance of a common boat dock for the use and benefit of the owners of Lots Six through Twelve, inclusive. The owners of Lots Six through Twelve shall pay all expenses associated with the construction and maintenance of such walkway or boardwalk and boat dock and Declarants shall have no liability therefor.

#### ARTICLE VI

##### General Provisions

Section 1. The Association, the Declarant, 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 imposed by the provision of this Declaration. Failure by the Association, the Declarant 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. If any court proceedings are required for successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any owner or against any other person or entity, said owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee of the owner or the Association who initiates such successful judicial proceedings for the enforcement of said conditions, restrictions, covenants or liens.

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Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect thereafter.

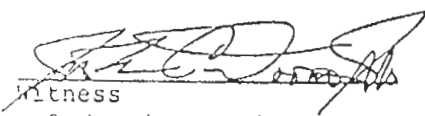
Section 3. The covenants, conditions and restrictions of the Declaration shall run with and bind the land and shall be deemed a part of all deeds and contracts for conveyance of any and all lots and shall be binding on all owners and all persons claiming under them for a period of thirty (30) years from the date this restated Declaration is recorded unless amended by an instrument signed by two-thirds (2/3) of the then lot owners. After the initial thirty (30) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then lot owners. Notwithstanding the foregoing, the Declarant reserves the right unto themselves to amend this Declaration at any time within two (2) years after the date hereof if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the Public Records of Baldwin County, Alabama.

Section 4. Providing Declarant pays to the Association an amount equal to the then applicable annual assessment times the number of lots and/or building sites proposed to be annexed, additional residential property and Common Areas, including private roads, may be annexed by Declarant whereupon the owners of such additional property shall thereupon and thereafter have the same rights, privileges and benefits, including but not limited to, the right to use the private access easement and be subject to the same responsibilities and obligations as if such annexed lot and/or building sites (and owners of same) were originally described herein.

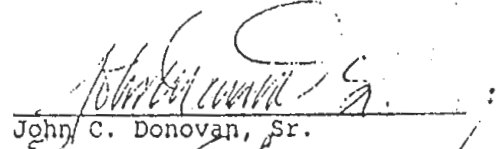
Section 5. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce conditions, restrictions and covenants herein contained or to any owner or any person or entity for any violation of the restrictions set forth herein by any owner other than itself.

Section 6. Any single violation of any use restriction by an owner shall constitute a continuing violation which shall allow the Association or any other owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

In Witness Whereof, John C. Donovan and Mary E. Donovan have caused this instrument to be executed this 18th day of November, 1987.

  
Witness

Debra Klean Thomas  
Witness

  
John C. Donovan, Sr.

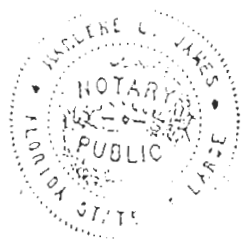
Mary E. Donovan  
Mary E. Donovan

1101. b-1-82 033

STATE OF Florida  
COUNTY OF Essex

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JOHN C. DONOVAN, SR. and MARY E. DONOVAN, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 18th day of November, 1987.



Harlene C. James  
NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB 21, 1988  
GOVERNOR THRU GENERAL L.A.S. UNO.

MISC. 61-406-034

RECORDING FEE \$ 20.00  
STATE OF ALABAMA  
SHELBY COUNTY  
1 CERTIFIED COPY SENT WAS  
FILED AND RECORDED IN SECTION  
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RECORDS  
JUDGE OF PROBATE