

SEMINOLE LANDING PHASE II

DEC 9 1988

and that no tax was collected. Recorded in
Book _____
Page _____
Judge of Probate

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS by _____

THIS DECLARATION made and entered into the 1 day of
December, 1988 by Baskerville-Donovan Engineers, Inc.,
(Declarant).

WITNESSETH

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

Seminole Landing, Phase II a subdivision according to
_____ 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
Baskerville-Donovan Engineers, Inc.

Section 4. "Developer" shall mean and refer to John C. and Mary
E. Donovan.

Section 5. "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 6. "Lot" shall mean and refer to all of those lots
shown on the recorded subdivision plat of Seminole Landing Phase
II.

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ARTICLE II

Association Membership

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.

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 1500 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 dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable.

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.

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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 property sanitary condition and in accordance with applicable State and County laws, regulations and ordinances.

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 building 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 and 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 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 7 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, Phase II 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

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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 (Army Corps of Engineers, A.D.E.M., etc.).

ARTICLE IV

Assessments

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 assessment for capital improvements to the private access easement and/or maintenance of drainage easements in Seminole Landing Phase II. 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.

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 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

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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.

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 of 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

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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 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. Developers, 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 total 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 Developers 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. Developers, 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 Developers may determine to be necessary and appropriate for the further development of the lands to which the easement retained herein is appurtenant. Developers 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 Developers, in their sole discretion deem reasonable, necessary or appropriate.

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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, restriction, covenants or liens.


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 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 November 18, 1987 if doing so is necessary or advisable to accommodate HFA, 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.

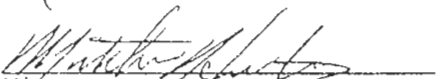
Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce conditions, restrictions and covenants herein contained or to any owner or any period or entity for any violation of the restrictions set forth herein by any owner other than itself.

Section 5. 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, Fred C. Donovan, President, Baskerville-Donovan Engineers, Inc., has caused this instrument to be executed this 1 day of December, 1988.


Witness


Fred C. Donovan


Witness

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STATE OF Florida
COUNTY OF Polk

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that FRED C. DONOVAN, PRESIDENT, BASKERVILLE-DONOVAN ENGINEERS, INC., whose name is signed to the foregoing Covenants for Seminole Landing Phase II dated September 01, 1988, and who is 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 1st day of September, 1988.

Patricia D. Medecker

NOTARY PUBLIC
My Commission Expires:

Notary Public State of Florida License No. 1000
My Commission Expires on 12/31/90

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