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Floyd Hambrick Jr, Judge of Probate

**EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, CHARGES, LIENS,
AND REGULATIONS OF WINDEMERE COVE RV PARK, a subdivision recorded at
Plat Book B Page 95C in the Jackson County, Alabama Probate Office.**

THESE EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, CHARGES,
LIENS, OBLIGATIONS, AND REGULATIONS (hereinafter referred to as "Covenants") are made as of the
20th day of June, 2011, by LAKESIDE LEISURE, LLC (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of Windemere Cove RV Park, as described in that certain Plat recorded
in Plat Book B Page 95C (Book 2011 Page 109) in the Probate Office of Jackson County, Alabama, ("the
Property") and desires to own, develop, improve, lease, and sell the Property for a recreational vehicle
community and resort, subject to certain blanket easements, covenants, conditions, restrictions,
requirements, charges, liens, obligations, and regulations designed to protect the value and desirability of the
Property and to have a flexible and reasonable method for the development, administration, and maintenance
of the Property.

NOW, THEREFORE, Developer does hereby declare, publish, and place of record that all of the Property
shall be held, developed, improved, transferred, sold, conveyed, leased, occupied, and used subject to the
following easements, covenants, conditions, restrictions, charges, liens, and regulations, which shall be
binding upon and inure to the benefit of all parties acquiring or having any right, title, or interest in any
portion of the Property and their respective heirs, executors, administrators, personal representatives,
successors, and assigns.

ARTICLE I - DEFINITIONS

As used throughout these Covenants, the following terms shall have the meanings set forth below, which
meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01. Omitted

1.02. ARC. The term or letters "ARC" shall mean the Architectural Review Committee established
pursuant to Article V.

1.03. ASSESSMENTS. The term "Assessments" shall have the meaning provided in Section 8.01
hereof.

1.04. COMMON AREAS. The term "Common Areas" shall mean and refer to all real and personal
property, including all easement rights, intangibles, and rights of usage now or hereafter owned by the
Developer for the common use and enjoyment of the Owners, including all private roadways providing
ingress to and egress from the Property which have been constructed within the boundaries of the Property
(other than any such private roadways located solely within the boundary lines of any Lot), any signage,
street lighting, and other improvements constructed or installed by Developer or the Architectural Review
Committee within the rights-of-way of any such private roadways, any bathhouses, septic fields and any
other facilities designated for the common use and enjoyment of all the Owners and Occupants, any
Recreational Facilities, as hereinafter defined, for the Property.

1.05. DEFAULT. The terms "Default" and "Default Costs" shall have the meanings set forth in Section

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8.02 hereof.

1.06. IMPROVEMENT. The term "Improvement" shall mean and refer to any building, structure, or device constructed, erected, or placed upon any Lot or which in any way affects the exterior appearance of any Lot. Improvement shall include, by way of illustration and not limitation, buildings, sheds, foundations, covered patios, underground utilities, driveways, walkways, paving, curbing, parking areas, swimming pools, tree houses, playhouses, swing sets, trees, shrubbery, landscaping, fences, screening, walls, signs and any other artificial or manmade changes or alterations to the natural condition of any Lot. Improvement shall also mean grading, excavation, or fill.

1.07. LOT. The term "Lot" shall mean and refer to any portion of the Property upon which it is intended that a single parking pad for a Recreational Vehicle and associated improvements will be constructed thereon. Each Lot indicated on the Plat shall be deemed a Lot for purposes of these Covenants.

1.08. OCCUPANT. The term "Occupant" shall mean and include any Owner and/or his family members, guests, tenants, agents, servants, employees, and invitees and any of their respective family members, guests, tenants, agents, servants, employees, invitees, and any other persons who occupy or use the Property, any Lot, or any Improvements thereto. All actions or omissions of any Occupant are, and shall be deemed, the action or omission of the Owner of such Lot.

1.09. OWNER. The term "Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Lot, but shall not include (i) any mortgagee unless and until such mortgagee has foreclosed on its mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such mortgage, or (ii) any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement, or (iii) any lien claimant.

1.10. PLAT. The term "Plat" shall mean that certain Plat of the Property recorded at Plat Book B Page 95C (Book 2011 Page 109) in the Office of the Probate Judge of Jackson County, Alabama.

1.11. RECREATIONAL FACILITIES. The term "Recreational Facilities" shall mean and refer to any facilities constructed on the Common Areas and administered by the Developer and/or Architectural Review Committee to provide recreational activities for the Owner and Occupants of any Lot.

1.12. RECREATIONAL VEHICLE. The term "Recreational Vehicle" means a vehicle primarily designed as temporary living quarters for recreational, camping, travel, or seasonal use that either is mounted on or towed by another vehicle or is itself driveable. Recreational Vehicle includes, but is not limited to, a motor home, a camping trailer, fifth-wheel trailer, or travel trailer. Each Recreational Vehicle must be a minimum of 26' in length and must be no older than 2000 model, unless otherwise approved in writing by the ARC, which shall have authority to approve any Recreational Vehicle even if the Recreational Vehicle does not otherwise meet the requirements hereunder.

1.13. RULES AND REGULATIONS. The term "Rules and Regulations" shall mean the rules and regulations for the Property adopted from time to time by either the Developer or the Architectural Review Committee, as the same may be amended from time to time.

ARTICLE 2- PROPERTY SUBJECT TO THE COVENANTS

2.01. GENERAL DECLARATION. Developer hereby declares that the Property is and shall be subject to the easements, covenants, conditions, restrictions, requirements, charges, liens, obligations, and regulations of these Covenants; and the Property, including any part thereof and each Lot and all Improvements thereto, shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of these Covenants, which Covenants shall run with the title to the Property and shall be binding upon and inure to the benefit of Developer and/or the ARC and all Owners of the Property and any Lot and Improvement thereto.

2.02. RIGHT OF DEVELOPER TO MODIFY COVENANTS WITH RESPECT TO LOT(S) OWNED BY DEVELOPER. With respect to any Property (including Common Areas or Lots) owned by Developer, Developer may, by deed, contract, or other instrument filed for record modify the provisions of these Covenants as the same apply to any such Property.

2.03. RIGHT OF DEVELOPER TO ADD ADDITIONAL PROPERTY. Developer reserves the right, in its sole and absolute discretion, at any time and from time to time during the pendency of these Covenants, to add and submit any additional real property to the provisions of these Covenants and, to the extent any of the additional property is specifically submitted to the terms and provisions of these Covenants by Developer, then any such additional property shall constitute part of the Property. Such additional Property may be submitted to the provisions of these Covenants by an instrument executed by Developer in the manner required for the execution of deeds and recorded in the Office of the Judge of Probate of Jackson County, Alabama, which instrument shall be deemed an amendment to these Covenants.

2.04. MUTUALITY OF BENEFIT AND OBLIGATIONS. The provisions of these Covenants are made (a) for the mutual and reciprocal benefit of each Lot and are intended to create mutual, equitable servitudes upon and in favor of each Lot, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot within the Property, and (c) to create a privity of contract and estate between the Owners and their respective heirs, successors, and/or assigns.

ARTICLE 3 -EASEMENTS

3.01. RESERVATION OF GENERAL ACCESS EASEMENT. Developer does hereby establish and reserve for itself and the ARC, and their respective agents, employees, representatives, invitees, successors, and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, through, and upon each Lot for the purpose of (i) inspecting each Lot and any Improvements thereon in order to determine compliance with the provisions of these Covenants and (ii) the performance of the respective rights and duties of Developer and the ARC hereunder.

3.02. RESERVATION OF EASEMENT FOR UTILITIES. Developer does hereby establish and reserve for itself and its successors and assigns a permanent and perpetual nonexclusive easement appurtenant over, across, under, through, and upon all portions of the Property, including all Lots, as is appropriate for the purpose of installing, erecting, replacing, relocating, maintaining, and operating above or below ground television and/or cable systems, security and similar systems, and/or any other utility services or systems, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water, and sanitary sewer services, storm drains and sewers, drainage systems, retention ponds, lakes, basins and facilities, lines, pipes, conduits, equipment, machinery, and any other apparatus and appurtenances. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth, and shrubbery, to grade, excavate, or fill and to otherwise take all other action appropriate to provide economical and safe installation, maintenance, repair, operation, and replacement of all such utility services and the systems, equipment, and machinery used to provide the same. Notwithstanding anything provided in this Section 3.02 to the contrary, (i) the utilization of any of the easements and rights established and reserved pursuant to this Section 3.02 shall be used in a manner so as to minimize unreasonably interference with the use or occupancy of any Lot and (ii) the establishment and reservation of easements pursuant to this Section 3.02 shall not create any obligation, responsibility, or liability of Developer to undertake any of the actions allowed or permitted pursuant to the terms of this Section 3.02.

3.03. RESERVATION OF CONSTRUCTION EASEMENT. Developer does hereby establish and reserve for itself and its successors and assigns a permanent and perpetual nonexclusive easement appurtenant over, across, through, and upon each and every Lot (including any "Lots" upon which Improvements have been constructed or installed thereon) to the extent reasonably necessary for Developer or its successors and assigns to construct and install parking pads, driveways, and associated Improvements on any of the remaining Lots within the Property.

3.04. EASEMENTS TO COMMON AREAS/FIELD LINES.

- (a) Subject to the terms and provisions of these Covenants, and any Rules and Regulations, Developer does hereby grant to each Owner the nonexclusive right, privilege, and easement of access to and the use and enjoyment of the Common Areas in common with Developer, and their successors and assigns, and all other Owners, Occupants, and other parties to whom Developer may grant any rights or interests therein. Each Owner, by acceptance of a deed to any Lot, and each Occupant of a Lot, by entry onto such Lot, hereby acknowledges that as of the date of these Covenants, all roadways within the Property are private roadways and that the Developer and the ARC shall have the right to limit and restrict access to such roadways and to provide rules and regulations governing the use of such roadways. Notwithstanding anything provided in these Covenants to the contrary, in no event shall Developer or the ARC be obligated to provide any form of security within the Property. Each Owner and Occupant, for himself and his respective heirs, executors, personal representatives, administrators, guests, invitees, successors, and assigns, does hereby irrevocably and unconditionally waive, release, and forever discharge Developer and the ARC of and from any and all actions, causes of action, claims, demands, damages, costs, expenses, losses, and liabilities of every kind or nature, known or unknown, arising out of or on account of any loss, damage, or injury to person or Property, including death, as a result of any entry, whether lawful or unlawful, onto the Property or any of the Lots or Improvements thereto by any third party, including such entry by any other Owners or Occupants of the Property.
- (b) The easements established for the benefit of all Owners with respect to the Common Areas shall also include the nonexclusive right to use the Recreational Facilities, if any, situated within the Property; provided, however, that the rights of any Owners and Occupants to utilize the Recreational Facilities shall be subject to the terms and provisions of the Rules and Regulations (as may be amended from time to time) and may be suspended or permanently revoked in the event any Owner or Occupant either violates any of the Rules and Regulations applicable to the use and enjoyment of the Recreational Facilities or fails to timely pay all Assessments payable under these Covenants. The easements and rights granted in and to the use of the Common Areas and the Recreational Facilities are non-exclusive, are appurtenant to and shall pass with and run with title to each Lot, and may not be severed from the ownership of any Lot.

ARTICLE 5 -ARCHITECTURAL REVIEW COMMITTEE

5.01 COMMITTEE COMPOSITION. All functions and duties of the ARC shall initially be exercised solely by Developer. The Architectural Review Committee shall consist of not fewer than three (3) persons, each of whom shall be appointed or elected as provided below. Until such time as a majority of the Lots have been sold by Developer, Developer shall have the sole and exclusive right to appoint and remove all persons who serve on the ARC. Any person appointed as a member of the ARC may be removed, with or without cause, at any time. The regular term of office for each member of the ARC shall be three (3) calendar years.

After a majority of the Lots are sold, the Owners of those Lots (all Lots other than these owned by Developer) shall elect one (1) member (or more members if Developer elects) of the ARC who shall serve a three (3) year term, or until his replacement is selected, whichever is longer.

5.02. APPROVAL OF PLANS AND SPECIFICATIONS.

(a) In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Property, to establish and preserve a harmonious design for the Property, and to protect and promote the value of the Property, no Improvements of any nature shall be commenced, erected, initiated, installed, maintained, placed, moved onto, altered, replaced, relocated, permitted to remain on, or maintained on any Lot by any Owner, which affect the exterior appearance of any Lot or any Improvements situated thereon unless plans and specifications therefore have been submitted to and approved by the ARC in accordance with the terms and provisions of Section 5.02(b) below. Without limiting the foregoing, the construction and installation of any structures, sidewalks, driveways, parking lots, mailboxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, carports, clothes lines, landscaping, or any other improvements, whether temporary or permanent, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any existing Improvements, unless the plans and specifications for the same have been submitted to and approved by the ARC.

(b) The ARC shall, in its sole and absolute discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above. In the event the ARC fails to approve in writing any proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted, then the plans and specifications so submitted to the ARC will be deemed to have been disapproved. The ARC shall have the right to require additional information from any Owner.

5.03. CONSTRUCTION WITHOUT APPROVAL. If (a) any Improvements are commenced, erected, initiated, installed, maintained, placed, moved on to, altered, replaced, or relocated on any Lot without ARC approval of the plans and specifications for the same or (b) the ARC determines that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot are not being complied with, then, in either event, the Owner of such Lot shall be deemed to have violated these Covenants, and Developer or the ARC shall have the right to exercise any of the rights and remedies set forth herein.

5.04. INSPECTION. The Developer and/or the ARC and any agent, assignee, contractor, employee, or representative thereof may at any reasonable time and from time to time enter upon and inspect any Lot or any Improvements being constructed thereon in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall be deemed Not to be a trespass or any other wrongful act.

5.05. SUBSURFACE CONDITIONS. The Property may be located in an area which includes underground mines, tunnels, sinkholes, and/or subsurface conditions which may result in sinkholes or other types of ground subsidence. The approval of plans and specifications by the ARC for any Improvements on a Lot shall not be construed in any respect as a representation or warranty by the ARC or Developer to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvements thereon.

5.06. LIMITATION OF LIABILITY. Notwithstanding anything provided in these Covenants to the contrary, the Developer and/or the ARC, and any of their agents, employees, representatives, members, shareholders, partners, officers, or directors shall have NO liability of any nature whatsoever to Owner or any Occupant. Each Owner, by acceptance of a deed to any Lot, and each Occupant of a Lot, by entry onto such Lot, does hereby irrevocably and unconditionally waive and release Developer, and the ARC and any of their agents, employees, representatives, members, shareholders, partners, officers, and directors thereof

from any and all damage, loss, action, cause of action, liability, expense, or prejudice suffered, claimed, paid, or incurred by any such Owner or Occupant on account of (a) any defects in any plans and specifications submitted, reviewed, or approved in accordance with the provisions of this Article V, (b) any defects, structural or otherwise, in any work done according to such plans and specifications, (c) the failure of the ARC to approve, or the disapproval of, any plans, drawings, specifications, or other data submitted by any Owner for approval pursuant to the provisions of this Article V, (d) the construction or performance of any work related to such plans, drawings, and specifications, (e) bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees, or licensees of any such Owner or Occupant, or any damage to any Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Improvements or the plans and specifications therefore, or any past, present, or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and water channels, and limestone formations on or under any Lot), and (f) any other loss, claim, damage, liability, or expense, including court costs and attorney & fees, suffered, paid, or incurred by any Owner or Occupant arising out of or in connection with the use and occupancy of any Lot or any Improvements situated thereon.

5.07. CONSTRUCTION OF IMPROVEMENTS BY ARC. Any and all Improvements to a Lot (including without limitation driveways, parking pads, patios, sunrooms, utility rooms, and bathrooms, to the extent applicable) shall be constructed by a licensed contractor approved by the ARC in its sole discretion.

ARTICLE 6 -USE AND PROPERTY RESTRICTIONS; RIGHT OF NEGOTIATION IN FAVOR OF DEVELOPER WITH RESPECT TO LOT SALES

6.01. USE RESTRICTIONS.

(a) The number of Occupants of a Lot at any one time shall not exceed the maximum occupancy rating of the Recreational Vehicle on the Lot (as rated by the manufacturer of such Recreational Vehicle); provided, however, that the number of Occupants of a Lot may exceed such limitation during daylight hours only.

(b) Recreational Vehicles older than 2000 model year shall not be permitted on any Lot or elsewhere within the Property, and the color, style and appearance of such Recreational Vehicles are subject to the Rules and Regulations of the ARC.

(c) Recreational Vehicle ports and sheds, patios, sunrooms, utility rooms, fire pits, gazebos, planters and similar improvements may not be constructed within a Lot, except as may be approved by the ARC. **It is anticipated that the Lots are to be owned and used by Owners in their "as is" condition. It is therefore expected that the ARC will rarely approve of proposed Improvements.**

(d) Except as otherwise approved by the ARC, no trade or business may be carried on in or from any Lot or any Improvements located thereon; provided, however, that the use of any portion of any Improvements on a Lot as an office by an Owner shall not be considered a violation of this covenant if such use does not create any customer, client, or employee traffic.

6.02. BUILDING SETBACKS. No Improvement shall be located on any Lot closer than 5 feet to any Lot line (unless such Lot is permitted to be a "pull-through" Lot as determined by the ARC in its sole discretion, in which case the rear setback line shall be 15 feet). All eaves, steps, stoops, porches, terraces, decks and patios shall be deemed a part of a structure for the purposes of determining building setback areas pursuant to this Section 6.02.

6.02 - OMITTED

6.03. HEIGHT LIMITATIONS. No Improvement may exceed 10 feet in height, which are subject to approval by ARC.

6.04. LANDSCAPING.

(a) The Developer shall be responsible for the maintenance of all lawns and landscaping located within all Lots and all Common Areas. The Developer reserves the right to impose special assessments on any Lot whereupon Improvements, additions, or alternations have been made within such Lot which results in increased maintenance costs. Further, the Developer shall have the right to impose such fees and Assessments on the Owners as may be appropriate to provide for the proper operation and maintenance of the Common Areas and to accomplish the intent of these Covenants.

(b) Unless approved in writing by the ARC, no Owner (other than Developer) shall cut, remove or mutilate any tree, shrub, bush or other vegetation; provided, however, that the foregoing shall not be deemed to prohibit Developer from cutting or removing tress to the extent appropriate to construct roads or install above or below ground utilities within the Property.

(c) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight-lines for any roadways within or adjacent to the Property. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive, and binding on all Owners.

(d) No rocks, rock walls, or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same.

(e) No vegetable, herb, or similar gardens or plants shall be planted or maintained on any Lot.

6.05. ROOFING. No projections of any type shall be placed or permitted to remain above the roof of any Improvement.

6.06. EXTERIOR LIGHTING. All exterior lighting for any Lot, including, without limitation, free standing lighting, accent lighting, and utility (e.g., flood) lighting, must be approved by the ARC.

6.07. OFF-STREET PARKING, DRIVEWAYS, CARPORTS, AND GARAGES.

(a) Each Lot shall provide for adequate off-street parking which shall be maintained by the Owner of such Lot in good condition and repair at all times. Each Owner and Occupant shall at all times satisfy all of the terms and conditions of the Rules and Regulations.

(b) No other vehicles or trailers or boats may be permanently stored or parked within a Lot. Only one (1) Recreational Vehicle may be parked within a Lot at a time.

(c) In no event shall any Recreational Vehicles, automobiles or other vehicles (including without limitation golf carts, 4-wheelers, 3-wheelers, and ATV's), boats, trailers, machinery or equipment be parked or left unattended on or within any areas of a Lot which are not paved driveways, or on or within any of the private roadways within the Property.

(d) Any vehicle which is inoperable or which does not have a current year's license tag shall be immediately removed from the Property. No Owner or Occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon or within any Lot except for emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Property.

(e) No portion of any Lot may be utilized to provide access, ingress to, or egress from any Property outside the boundaries of the Property without the express prior written consent of the ARC, which consent may be withheld by the ARC in its sole and absolute discretion.

(f) At the discretion of Developer and/or the ARC, the Rules and Regulations may include provisions governing the use of the private roadways within the Property, including without limitation, speed limits, limitation to certain types of vehicles, establishment of rules for rights-of-way, and other measures for the advancement of safety and orderly flow of traffic.

(g) Developer shall provide limited off-lot boat trailer parking, which shall be provided on a first-come, first-serve basis.

6.08. FENCES. No fences of any kind or material shall be permitted within the Property except as approved by the ARC.

6.09. SATELLITE DISHES AND ANTENNAE. Other than satellite dishes attached to Recreational Vehicles, only satellite dishes approved by the ARC shall be allowed on any Lot; provided, however, that one (1) satellite dish no more than two (2) feet in diameter may be installed on a Lot so long as the location of such satellite dish is approved by the ARC. No radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot or Improvement thereon unless the same is approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Improvement which may interfere with the reception of radio or television signals within the Property or any other real Property situated in close proximity to the Property.

6.10. SOIL EROSION AND DRAINAGE. There shall be no washing of RVs on any Lot. Each Owner shall provide and maintain on his or her Lot and Improvements adequate soil erosion measures and drainage facilities to accommodate any storm water runoff resulting from any Improvements being or having been constructed on such Owner's Lot. Each Owner shall also insure that his Lot and any Improvements thereto are at all times in strict compliance with (a) all soil erosion protection requirements of all applicable Governmental Authorities, (b) all storm water drainage and runoff requirements and regulations of all applicable Governmental Authorities and (c) all other statutes, ordinances, codes, laws, permits, legislation, rules, regulations, requirements and rulings of any Governmental Authority. Each Owner, by acceptance of a deed or purchase agreement to his or her Lot, and any Occupant who leased any Lot, by execution of a lease agreement for any Lot, shall and does hereby indemnify, defend and agree to hold harmless Developer, the ARC and their respective agents, employees, officers, directors, shareholders, members and representatives, from and against any and all fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees, and any and all other amounts suffered, paid or incurred by Developer, the ARC and their respective agents, employees, officers, directors, shareholders, members and representatives' in connection with any action, suit or proceeding including the settlement of any suit or proceeding to which any such person may be made a party by reason of the breach by such Owner or Occupant of any of the terms and provisions of this Section.

6.11. OUTDOOR FURNITURE AND CLOTHESLINES.

(a) Any yard (exterior) furniture shall be placed, kept, installed, maintained, or located in or on any Lot in a neat and organized manner. The aggregate seating capacity for all such furniture shall be limited to 6 persons, unless otherwise approved by the ARC. No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be allowed on the exterior of any Lot.

(b) Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot. No clothing, rugs, or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

6.12. PETS AND ANIMALS. No animals, livestock, birds, or poultry of any kind shall be kept, raised, or bred by any Owner or Occupant upon any Lot. Notwithstanding the foregoing, domestic household pets, such as dogs and cats, may be kept by Owners and Occupants, provided that the keeping of pets shall be subject at all times to the Rules and Regulations. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Dogs and cats shall not be allowed to roam unattended within the Property. All dogs shall be kept and maintained under leash. Pets shall not be permitted to leave excrement on the Lot of any other Owner or Common Areas, and the Owner of such pet shall immediately remove the same. Any pets other than dogs and cats will be permitted only to the extent expressly approved by the ARC, which approval, if granted, shall be limited to the specific Owner or Occupant making such request. The ARC may require the removal from the Property of any animal which it deems, in its discretion, to disturb other Owners or Occupants, or any animal which is generally perceived as being dangerous. No exterior dog pens or kennels shall be allowed. No more than two (2) animals shall be kept by any Owner or Occupant on the Property.

6.13. TRASH, RUBBISH AND NUISANCES.

(a) No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any Lot, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot which would, in the ARC's absolute discretion, render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying, or owning any other Lots within the Property or any other real Property in close proximity to the Property. Noxious or offensive activities shall not be carried on in or from any Lot, and each Owner and Occupant shall refrain from any act or use of a Lot which could cause disorderly, unsightly or un-kept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property, or be in violation of any law, statute, ordinance, rule, regulation, or requirement of any Governmental Authority. Without limiting the generality of the foregoing, horns, whistles, bells, or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall not be located, used, or placed upon any Lot. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his Lot or on any other portion of the Property shall be liable for all costs incurred by Developer and/or the ARC to remove the same.

(b) Household trash dumpsters shall be provided for use of all Owners at a place or places deemed appropriate by Developer. Trash, garbage, and any other refuse or waste shall not be kept on any Lot or other location. All trash shall be bagged before being placed in the dumpsters. Except as otherwise provided herein to the contrary, no outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot.

6.14. SIGNAGE. No signs or advertising posters of any kind (other than one (1) for sale sign in size and color approved by the ARC) shall be maintained or permitted within any windows or on the exterior of any Lot or Improvements located thereon or elsewhere on any portion of the Property without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the ARC, in its sole and absolute discretion. For Sale or For Rent directional signs shall be prohibited.

6.15. ABOVE OR BELOW GROUND TANKS AND WELLS. No exposed above-ground tanks for the storage of fuel, water or any other substances shall be located on any Lot. No private water wells may be drilled or maintained on any Lot.

6.16. TEMPORARY STRUCTURES. No temporary house, trailer, shack, tent, barn, shed, stable, or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing shall not be deemed to prohibit structures which are approved in writing by the ARC.

6.17. SUBDIVISION AND INTERVAL OWNERSHIP. No Lot may be subdivided or re-subdivided; provided, however, that the provisions of this Section 6.17 shall not be applicable to the subdivision, re-subdivision or combination of any Lots or other real Property owned by Developer. No Lot shall be sold or owned or leased or used under any time-sharing, time-interval, or similar right-to-use programs.

6.18. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. Each Owner and Occupant shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

6.19. VARIANCES. The ARC, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the provisions of these Covenants with respect to any Lot. Any variance request submitted to the ARC shall be in writing and, upon approval of the same by the ARC, shall be evidenced by a written variance. The ARC shall have the right to charge any Owner for any expenses, associated with considering the variance.

6.20. RULES AND REGULATIONS. In addition to these Covenants, Rules and Regulations adopted by Developer or the ARC, as the same may be amended from time to time, shall be binding upon the Property, all Lots, and the Owners and Occupants thereof. In the event of any conflict or ambiguity between the Covenants and the Rules and Regulations, the Rules and Regulations shall control. Each Owner, by acceptance of a deed or purchase agreement to any Lot, and each Occupant by execution of a lease agreement for any Lot or by use of the Lot, covenants and agrees to be bound by and comply with all of the terms and provisions of the Rules and Regulations and all amendments thereto.

ARTICLE 7 - MAINTENANCE RESPONSIBILITIES

7.01. RESPONSIBILITIES OF OWNERS.

(a) The maintenance and repair of all Lots and all Improvements situated thereon or therein shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his Lot in a neat, clean and sanitary condition. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Improvements and reroofing (if applicable) or replacing all worn or damaged exterior material on any Improvements. No exterior changes, alterations or Improvements shall be made to any Lot without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC. All areas of any Lot which are not improved by the construction of Improvements thereon shall at all times be maintained by the Owner thereof in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. The maintenance obligations set forth in this Section 7.01(b) shall apply to all portions of a Lot up to the edge of the pavement of the roadway abutting such Lot and shall be applicable at all times either prior, during or after the construction of any Improvements thereon. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, trash, refuse, rubbish, debris, garbage and waste material shall be promptly removed from any Lot and properly disposed of outside of the Property. In no event shall any dead trees, shrubs, vines, plants or other vegetation, leaves, grass clippings, limbs, dirt or any rubbish, debris, trash, refuse, garbage or waste be allowed to accumulate on any Lot or any Improvements thereto.

7.02. DAMAGE OR DESTRUCTION TO LOTS OR IMPROVEMENTS. In the event of any fire or other casualty which damages or destroys any portion of any Lot or any Improvements thereto, then the Owner of such damaged Lot or Improvements shall promptly repair and otherwise restore such Lot or Improvements to the condition to which the same existed immediately prior to such fire or other casualty;

provided, however, that any such restoration or repair shall be subject to compliance with all of the terms and provisions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. Any such restoration or repair shall be commenced within 90 days following the occurrence of such fire or other casualty and shall be diligently prosecuted to completion without further delay in accordance with all of the terms and provisions of these Covenants.

7.03. CONDEMNATION OF LOTS OR IMPROVEMENTS. In the event that all or any portion of a Lot or Improvements thereto are taken as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then, to the extent practicable, the Owner of such Lot shall promptly repair, reconstruct, rebuild and otherwise restore the remaining portions of the Lot or Improvements as nearly as practicable to the condition to which the same existed immediately prior to such taking; provided, however, that any such restoration shall be subject to all of the terms and conditions set forth in Article V above and all then applicable rules, regulations, statutes and ordinances of the Governmental Authorities. In the event the restoration of such Lot or of "Improvements" located thereon is impracticable or would otherwise violate any of the terms and provisions of these Covenants, then such Owner shall promptly clear away any remaining Improvements damaged or destroyed by such taking and shall leave such Lot and any remaining Improvements thereon in a clean, orderly, safe and slightly condition.

ARTICLE 8 -ASSESSMENTS, DEFAULT AND REMEDIES

8.01 ASSESSMENTS

(a) Each Owner of a Lot shall be obligated to pay Assessments each quarter. The obligation to pay Assessments shall be an equitable charge and a continuing lien upon each Lot which may be enforced in the manner provided herein. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or any taking as a result of, in lieu of or an anticipation of the exercise of the right of eminent domain, condemnation or private purchase in lieu thereof or as a result of any other cause or reason of any nature whatsoever.

(b) As used herein, the term Assessments shall mean an amount payable each calendar year by each Owner for the operation and administration of the ARC, including legal and accounting fees incurred by either, any utility charges for any utilities serving any of the Common Areas, any other utility costs, maintenance and repair costs for maintaining any of the Common Areas, including, specifically, the private roadways within the Property and any of the Recreational Facilities, if any, within the Property, insurance policies purchased for the benefit of the Property or the ARC, any ad valorem real and personal Property taxes assessed or levied upon any of the Common Areas, and any other costs or expenses incurred by either Developer or the ARC which directly or indirectly are for the common good, benefit, use or enjoyment of the Owners and Occupants.

(c) Assessments for the current year shall be \$1,200.00, payable by the Owner of each Lot at the closing of the sale from the Developer to the Owner. Such Assessments shall be prorated for any partial calendar years. All Assessments shall be determined annually by Developer; provided, however, that changes to the annual Assessment shall be based on increases in any such costs and expenses incurred by Developer.

8.02. DEFAULT AND DEFAULT COSTS.

(a) In the event any Owner or Occupant or their respective family members, agents, guests, employees, invitees or contractors violate any of the provisions of these Covenants and such violation continues for more than ten (10) days following written notice from the ARC or Developer (which notice shall specify the violation) or in the event any Owner fails to pay any Assessments by the due date for the payment of the same, then the Owner of such Lot shall be deemed in default (Default) hereunder. Upon the occurrence of any Default by an Owner, Developer and/or the ARC shall have the right, at their option, to exercise any one or more of the following remedies:

- (i) Enjoin such violation;
- (ii) Take any action which either Developer or the ARC may, in its sole discretion, determine to be necessary to cure such Default (although neither Developer nor the ARC shall have any obligation to cure such Default on behalf of such Owner);
- (iii) Exercise any other rights and remedies available at law or in equity; and/or
- (iv) Exercise all other rights set forth below in these Covenants.

(b) Any and all costs and expenses incurred by either the Developer or the ARC as a result of any Default by an Owner, including, without limitation, all court costs and attorneys fees paid or incurred as a result of such Default, all costs and expenses incurred by the Developer or the ARC in attempting to cure or remedy such Default together with interest thereon at 18% per annum from and after the date on which the Developer or the ARC incurs any such costs and expenses are (hereinafter collectively referred to as "Default Costs").

(c) Each Owner shall be personally liable for the payment of and does, by acceptance of a deed or purchase agreement to any Lot, covenant and agree to pay all Assessments and any Default Costs resulting from any Default by such Owner or any Occupant of such Lot or the dwelling situated thereon or their respective family members, agents, guests, employees, invitees or contractors. Owners shall take title to a Lot subject to the equitable charge and continuing lien hereinafter provided. In the event of co-ownership of any Lot all of the co-owners shall be jointly and severally liable for the entire amount of Default Costs incurred by Developer and/or the ARC.

8.03 PAYMENT OF ASSESSMENTS AND DEFAULT COSTS. Each Owner of a Lot, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to these Covenants, is hereby deemed to covenant and agree to pay to the Developer or the ARC any and all Assessments and all Default Costs incurred by either the Developer or the ARC as a result of any Default by Owner or Occupants or any of their respective family members, agents, guests, employees, invitees or contractors.

8.04 LIEN RIGHTS UPON FAILURE TO PAY DEFAULT COSTS.

(a) In the event any Assessments or Default Costs are not paid by any Owner within fourteen (14) days following written notice of the amount then due, then, in addition to all other rights and remedies provided at law or in equity or in these Covenants, Developer and/or the ARC shall have the right to enforce the lien created pursuant to Section 8 hereof in the manner hereinafter provided.

(b) There is hereby created a continuing lien on each Lot, with power of sale, which secures the payment of all Assessments and all Default Costs payable by any Owner in Default. If any Assessments or Default Costs are not paid within fourteen (14) days of the due date, then the Developer may file a claim of lien and perfect its lien against the Lot of such Owner in Default, which claim shall be executed by Developer and/or the ARC, contain the following information and be recorded in the Jackson County, Alabama Probate Office:

- (i) the name of the Owner in Default;
- (ii) the legal description of the Lot upon which the lien claim is made;
- (iii) the total amount claimed to be due, including Default Costs, and a statement, if applicable, that all unpaid amounts shall continue to accrue interest at the Applicable Rate until full payment has been received; and
- (iv) statement that the claim of lien is made by Developer and/or the ARC pursuant to these Covenants and is claimed against such Lot in an amount equal to that stated therein.

Following the recordation of the foregoing statement of lien, the lien may thereafter be foreclosed at any time thereafter in the same manner as a foreclosure of a mortgage on real Property under the laws of the State of Alabama, as the same may be modified or amended from time to time. Developer and/or the ARC shall have the right and power to bid at any such sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot. Each Owner, by acceptance of a deed or purchase agreement to any Lot, shall be deemed to (1) grant and vest in Developer and/or the ARC and their

respective agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in Developer and/or the ARC and their respective agents the right and power to bring all actions against such Owner personally for the collection of all Assessments and Default Costs, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein, and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

ARTICLE 9 - TERM AND AMENDMENTS

9.01. TERM. These Covenants shall run with the land and bind all of the Property and shall inure to the benefit of all Owners and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date hereof, after which time these Covenants shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after thirty (30) years from the date hereof, an agreement executed by the ARC and the Owners of at least seventy-five percent (75%) of all Lots agreeing to terminate or modify these Covenants has been recorded in the Jackson County, Alabama Probate Office; provided, however, that the rights of way and easements established, granted and reserved herein shall continue and remain in full force and effect.

9.02. AMENDMENTS. Subject to approval by the ARC and/or the Developer, these Covenants may be amended by the affirmative vote of fifty-one percent (51 %) of the Owners of all Lots.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.01. LEGAL EXPENSES. In addition to the rights and remedies set forth in these Covenants, in the event either Developer, the ARC or any of their respective agents and representatives, undertake any legal or equitable action which any of them deem necessary to abate, enjoin, remove or extinguish any violation or breach of these Covenants, then all costs and expenses incurred by any of them, including, without limitation, reasonable attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants or conditions in these Covenants shall be paid for by the Owner against whom such action was initiated.

10.02. SEVERABILITY. If any provision of these Covenants or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Covenants or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

10.03. CAPTIONS AND HEADINGS. The captions and headings contained in these Covenants are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of these Covenants.

10.04. PRONOUNS AND PLURALS. All personal pronouns used in these Covenants, whether used in the masculine, feminine or neutral gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

10.05. BINDING EFFECT. The terms and provisions of these Covenants shall be binding upon each Owner, Occupant and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall inure to the benefit of Developer, the ARC, all of the Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

10.06. NO REVERTER. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Developer nor shall any provision be deemed to vest any reversionary interest in Developer.

10.07. INTERPRETATION. In all cases, the provisions set forth and provided for in these Covenants shall be construed together and given that interpretation or construction which, in the opinion of Developer, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of

these Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of these Covenants shall be the date hereof. These Covenants shall be construed under and in accordance with the laws of the State of Alabama.

10.08. RIGHTS OF THIRD PARTIES. These Covenants shall be recorded for the benefit of Developer, and the ARC, and the Owners, and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of these Covenants or the right to consent to or approve any amendment or modification to these Covenants.

10.09. NO TRESPASS. Whenever Developer and/or the ARC, and their respective agents, employees, representatives, successors and assigns, are permitted by these Covenants to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot, the entering thereon and the taking of such action shall not be deemed a trespass.

10.10. NO PARTITION. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

10.11. STANDARD FOR REVIEW. Whenever in these Covenants the ARC or the Developer has the right to approve, consent to, require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of the ARC or Developer, as the case may be.

10.12. ORAL STATEMENTS. Oral statements or representations by Developer or the ARC or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on Developer or the ARC.

10.13. NOTICES. Each Owner shall be obligated to furnish to Developer and the ARC, in writing, the address, if other than the Lot of such Owner, to which any notice to such Owner under these Covenants is to be given and, if no address other than such Lot shall have been designated in writing, then all notices and demands shall be mailed or delivered to the Lot of such Owner. All notices required or permitted to be given to any Owner pursuant to the terms and provisions of these Covenants shall be deemed to have been sufficiently given or served upon any Owner when either (a) deposited in the United States mail for first-class delivery with postage prepaid and addressed to the last address furnished by such Owner to the Developer and/or the ARC, in which case notice shall be deemed given upon deposit of same in the United States mail or (b) hand delivered to Owner's Lot. Further, each Owner shall provide the Developer and the ARC the name and address of all mortgagees holding mortgages on any Lot.

10.14. NO WAIVER. All rights, remedies and privileges granted to Developer and the ARC pursuant to the terms and provisions of these Covenants shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure by Developer and/or the ARC at any time to enforce any Covenant or Rule and Regulation shall in no event be deemed a waiver of the right thereafter to enforce such Covenant or Rule and Regulation.

10.15. NO PRESUMPTION AGAINST DRAFTOR. The evidentiary presumption providing that any ambiguity herein shall be construed most strictly against the drafting party shall not be applicable to any litigation arising hereunder.

Lakeside Leisure, LLC

BY: Patrick Kevin O'Brien
ITS: Operating Manager & Member

STATE OF ALABAMA)

COUNTY OF MARSHALL)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Patrick Kevin O'Brien, whose name as Oper. Mgr & Member of Lakeside Leisure, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this 26th June of July, 2011.

[Signature]
NOTARY PUBLIC
My Commission Expires 1/20/14