

**SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND
PROTECTIVE RESTRICTIONS FOR LEISURE LAKE**

THIS AMENDMENT is made this the 30th day of January, 2016, to that certain instrument entitled Declaration of Covenants, Conditions, and Protective Restrictions for Leisure Lake, Unit I of Phase I, dated August 19, 1994, and recorded August 22, 1994, in Miscellaneous Book 0079, Page 987, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain amendment entitled First Amendment to Declaration dated the 9th day of September, 1994 and recorded September 14, 1994 in Miscellaneous Book 0079, Page 1538, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain amendment entitled Second Amendment to Declaration dated the 25th day of April, 1995, and recorded July 20, 1995 in Miscellaneous Book 83, Page 1879, et seq.; and to that certain Third Amendment to Declaration dated the 18th day of August, 1995, and recorded August 31, 1995, in Miscellaneous Book 0084, Page 813, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain instrument entitled Fourth Amendment to Declaration dated May 15, 1996 and recorded in Real Property Book 688, Page 366, et seq., in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain fifth amendment entitled Amended and Restated Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake, Unit 1 and Unit II of Phase 1, dated the 5th day of December, 1997, and recorded December 9, 1997 in Miscellaneous Book 0096, Page 836, et seq.; and to that certain supplement to the fifth amendment entitled Supplement to Amended and Restated Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake for Purpose of Adding Unit 3 dated the 9th day of September, 1999 and recorded September 16, 1999 as Instrument Number 511679 in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain second supplement to the fifth amendment entitled Supplement to Amended and Restated Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake for Purpose of Adding Phase Two, Unit Four "A" dated the 24th day of May, 2004 and recorded June 7, 2004 as Instrument Number 814689 in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain fourth supplement to the fifth amendment entitled Supplement to Amended and Restated Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake for Purpose of Adding Unit Four "B" of Phase Two, and Unit 5 dated the 23rd day of August, 2006 and recorded August 30, 2006 as Instrument Number 998056 in the Office of the Judge of Probate of Baldwin County, Alabama; and to that certain sixth amendment entitled Second Amendment to the Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake dated the 6th day of November, 2009 and recorded November 18, 2009 as Instrument Number 1208062 which was subsequently corrected to be entitled Sixth Amendment to the Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake by that certain Scrivener's Affidavit dated December 3, 2015 and recorded December 3, 2015 as Instrument Number 1565710 in the Office of the Judge of Probate of Baldwin County, Alabama.

On September 20, 2015, a letter was sent out to all homeowners, as well as a ballot for voting to add the following amendments. The Amendments were approved with a 2/3 majority vote of the members voting at a special meeting held at the Leisure Lake Clubhouse on October 22, 2015.

The following last paragraph shall be **deleted** from Article 3, Section 3.03:

The door of any garage on any Lot must be consistent with the décor of the residence. Garage doors must be kept closed at all times except during times when vehicles and equipment are being moved in and out.

The following shall **replace** Article 3, Section 3.04:

3.04 **Landscaping.** Each Lot shall be landscaped by the Owner thereof in accordance with landscaping designs submitted to and approved by the ARC. Primary emphasis shall be placed on preservation of green, growing, and well-groomed areas. All planted materials shall be installed within ninety (90) days following the occupancy of a new dwelling, unless this period is extended in writing by the ARC in the event of delays caused by adverse weather conditions or other causes beyond the reasonable control of the owner. The landscaping plan shall be designed to maintain or enhance, wherever possible, existing vegetation within drainage easements, to prevent erosion, siltation, or impediment of runoff as a result of urbanization. Neither replacement of original landscaping nor ordinary seasonal planting shall be subject to approval by the ARC. However, no landscaping shall be done which materially deviates from ordinary and customary landscaping for comparable subdivisions or which materially detracts from other Lots in the Subdivision.

The following shall replace Article 3, Section 3.06:

3.06 **Garbage and Refuse Disposal and Other Protective Miscellaneous Restrictions.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers which must be screened (which means a decorative screen as opposed to window screen materials) area so that the containers will not be visible from the road or from neighboring property. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers will be of the pest proof variety so that the contents will not be spread around the area by animals or natural causes. Containers may be placed on the right-of-way the evening before the assigned pick up day, and must be returned to the proper storage area the same day as the pickup.

No trade or business activity or noxious or dangerous activity of any kind whatsoever shall be carried upon any Lot or on the Common Area; nothing shall be done thereon which may be or become an annoyance, nuisance, health hazard or safety hazard to the neighborhood, and without limiting the foregoing, no hunting or firearms or explosives shall be used thereon.

No Individual Garage/Yard Sales are permitted. Two (2) community Garage/Yard Sales may be held at the discretion of the Board of Directors, per calendar year. Such sales are to be conducted on the individual's Lot and not on the Common Area.

No work shall be done on any Lot which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement thereof.

No clothesline or drying yards shall be permitted on any Lot unless confined to the rear yards and concealed by hedges, lattice work or screening acceptable to the ARC.

No statues or other forms of art shall be erected on any Lot unless the ARC first gives approval in writing.

No athletic equipment or lawn toys, including, but not limited to, basketball goals, swing sets, trampolines shall be erected or situated on any lot.

Without the prior written approval of the ARC, no television antenna, radio receiver, or other device for receiving or transmitting radio, television, or other signals shall be attached to or installed on any Lot, unless the same is entirely within the interior of a building. NO radio signals, television signals, or other form of electromagnetic radiation shall originate from any Lot and unreasonably interfere with the reception of any television or radio signal on any other lot.

A property owner in the process of relocating, or an executor disposing of an estate may, with prior written approval of the Board of Directors, conduct a single in-house sale. One (1) "Moving Sale" or "Estate Sale" sign, not exceeding 2 feet by 2 feet, may be placed on the front lawn of the property. No other signs advertising the sale may be placed at any entrance to the subdivision, on any street within the subdivision, or, elsewhere on the property. No sale items may be displayed outside the house other than a maximum of two (2) motor vehicles. Garage door(s) must remain closed during the sale except for the removal of sold items. Failure to observe the above restrictions may subject the owner or estate to a fine of up to \$1,000.00.

The following shall replace Section 5.01

The Body of Water identified as "LAKE" on Subdivision Plats

(a) **Retention Pond**. This body of water is technically a retention pond in which storm water runoff is channeled from surface areas in and around the subdivision via street drains and underground pipes. This retention system allows relatively large inflows of water yet discharges water in a controlled manner. This delaying action allows solid particles to

settle in the pond, thereby improving water quality and helping to prevent downstream flooding and erosion.

(b) **Leisure Lake or “the lake”**. For all purposes within the Covenants and By-Laws, however, this retention pond shall be identified as “Leisure Lake” or “the lake”.

(c) **Ownership**. The Association owns the lake, therefore it has complete responsibility for the upkeep and maintenance of the lake and the dam. The Association reserves the right to use the lake and allow the use thereof, for recreational boating, fishing and other reasonable purposes in connection with or without other real property that the Association owns or does not own in the vicinity of the subdivision.

(d) **Restrictions**. The Association may make such rules and regulations as it may deem appropriate restricting use, activities, and maintenance in, on and around the lake, Except as provided in this Declaration, no person other than Owners of one or more Lots, or their reasonable number of invited guests may use the lake. All use of the lake shall be at the risk of the user and subject to any applicable laws, rules, regulations, and ordinances of any governmental agency having jurisdiction.

(e) **Lake perimeter**. There is reserved a ten foot (10') wide perimeter of land around the lake in favor of the Association to facilitate maintenance of the lake. Lot Owners, however, are expected to maintain this area as they would the rest of their Lot, i.e., keeping grass, bushes and shrubbery neat and trimmed.

(f) **Docks**.

1. **Construction**. Subject to obtaining any required permits from applicable governmental authorities, the Owner of each Lot located on the lake shall be entitled to construct a dock which extends not more than eight feet (8') beyond the lake water's normal edge and which is not wider than twenty feet (20') or deeper than twelve feet (12'). Such dock must be of materials and finish as are approved by the ARC and shall be constructed so that the dock, steps and attached pier, if any, are safe and do not unreasonably interfere with the rights of other Owners.

2. **Lighting**. Only low level lighting that is consistent with any standards and or specifications established by the ARC shall be allowed on any dock.

3. **Use, maintenance and activities**. Each Lot Owner shall ensure that their dock is kept in a good and safe condition and in a neat appearance. Docks may be used only for the personal recreation and relaxation purposes of the Lot Owner and a reasonable number of guests. No activity shall be conducted or allowed which constitutes a nuisance or otherwise interferes with the reasonable enjoyment of the subdivision by other Lot Owners.

(g) **Electric Motors only**. Except when testing, inspecting, performing maintenance or general upkeep, only electric motors may be used for motorized propulsion of water craft on the lake.

(h) **Swimming**. Wading or swimming is not permitted. However, a person may enter the water when performing maintenance, testing or other activity necessary for the upkeep of the lake or when launching or retrieving his or her watercraft.

(i) **Violation of Lake Rules**. Violators of lake rules or regulations are subject to loss of lake privileges and or fines established by the Association at its discretion.

The following shall replace Article 7, Section 7.10

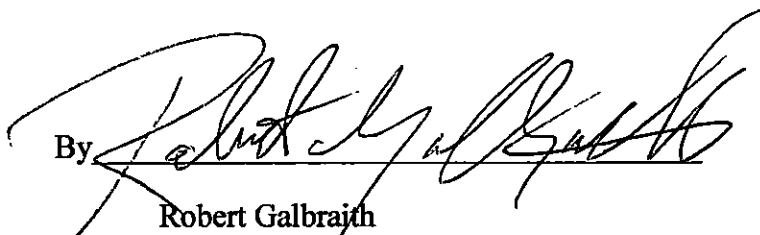
7.10 **Date of Commencement of Annual Assessment: Due Dates**. Annual assessments shall be computed on a semi-annual basis. Payment of the annual assessments shall be due and payable by the 10th day of April and October.

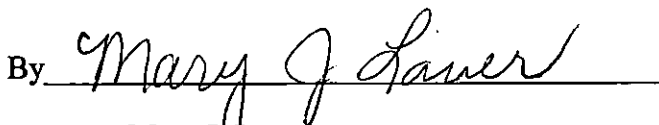
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IN WITNESS WHEREOF, the undersigned hereby certify that the above resolution was duly adopted by Leisure Lake Property Owners Association, Inc., an Alabama corporation, by the vote of the members in accordance with the provisions of Paragraph 10.01 of the Declaration.

Done this the 30th day of January, 2016.

**LEISURE LAKE PROPERTY OWNERS
ASSOCIATION, INC.**, an Alabama corporation

By 
Robert Galbraith
Its: President

By 
Mary J. Laver
Its: Vice-President

By 
Linda Galbraith
Its: Secretary

By Cheryl Scott
Cheryl Scott

Its: Treasurer

By Priscilla Chamblin
Priscilla Chamblin

Its: Director

By Jeffrey Huffinan
Jeffrey Huffinan

Its: Director

By Emera Lang
Emera Lang

Its: Director

By Rose Heathcock
Rose Heathcock

Its: Director