

Leisure Lake Property Owners Association

Effective: October 2019
Condensed Copy of
Amended and Restated
Declaration of Covenants,
Conditions and Protective Restrictions
Originally Recorded August 1994
Including Ten (10) Amendments

Keep this document with your records

*Available in entirety on website (www.leisurelake.info)
by contacting Judge of Probate, Foley, Al.
or request from the Association.*

ARTICLE ONE

DEFINITIONS

- 1.01 **“Association”** shall mean and refer to Leisure Lake Property Owners Association, Inc., its successors and assigns.
- 1.02 **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, excluding those having such interest merely as security for the performance of an obligation.
- 1.03 **“Subdivision”** shall mean and refer to any Lots and the Common Areas as shown in the plats with such additions thereto, if any, as may hereafter be brought within the scope of this Declaration.
- 1.04 **“Common Area”** shall mean such property as is shown on the Plats as Common Area and any other property (including the improvements thereto) described in this Declaration on Common Area or owned by the Association for the common use and enjoyment of the Owners.
- 1.05 **“Lot”** shall be any lots as shown on the plats.
- 1.06 **“The Plats”** shall mean those certain plats recorded at Slide 1480-A (the “Unit I Plat”) and Slides 1772-B and 1773-A (the “Unit II Plat”) and Slide 1922 (the Unit III Plat”) in the records of the office of the Probate Court of Baldwin County, Alabama.
- 1.07 **“Improvements”** shall mean and include all buildings, roof structures, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, driveways, grading and site preparation work, concrete or asphalt pads, ponds, lakes, swimming pools, tennis courts, signs, utility connections, exterior illumination, changes in any exterior color, shape, or materials and any new exterior construction or exterior improvement that may not be included in any way of the foregoing. Improvement includes original improvements and later changes and improvements, including all changes in exterior color.

ARTICLE TWO

ARCHITECTURAL REVIEW COMMITTEE

- 2.01 **Establishment and Composition.** There is hereby established an Architectural Review Committee (“ARC”), which shall consist solely of one Board of Directors member and four homeowners. Members of the ARC shall be required to serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.
- 2.02 **Function of the ARC.** No Improvement (as defined herein) shall be commenced, erected, placed, maintained or permitted to remain on any portion of any Lot until plans and specifications in such form and detail as the ARC may require shall be submitted and approved in writing by the ARC.

- 2.03 Action of the ARC. A vote or written consent of a majority of the regular members of the ARC at a meeting or otherwise shall constitute the act of the ARC.
- 2.04 Terms of Office. The term of each ARC member shall be for a period of six (6) years and thereafter until the appointment of a successor.
- 2.05 Appointment of Removal. Except as provided below, the right to appoint and remove all regular members of the ARC at any time, with or without cause, shall be, and hereby is the responsibility of the Developer.
- 2.06 Vacancy. Any regular member of the ARC may resign at any time from the ARC by giving written notice thereof to the Developer or the Association, as the situation requires.
- 2.08 Address. The address of the ARC shall be 22617 Tranquil Lane, Foley, Alabama 36535.
- 2.09 Duties. It shall be the duty of the ARC to receive, consider and act upon all proposals, plans, specifications, complaints, request for determination, or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration. The ARC, may, but need not, hire specialized consultants and incur reasonable expenses to aid it in reviewing plans and their incidents.
- 2.10 Meetings The ARC shall meet from time to time as necessary to perform its duties hereunder. Subject to provisions of Section 2.03 above, and except as otherwise provided herein, the vote or written consent of a majority of the regular members at a meeting or otherwise, shall constitute the act of the ARC. The ARC shall keep and maintain written records of all actions taken by it at such meetings and otherwise
- 2.11 Action without Formal Meeting. The ARC, in accordance with Section 2.03 and 2.11 hereof, may take action without formal meeting by unanimously consenting in writing on any matter which they might consider at a formal meeting. Such unanimous written consent shall constitute the act of the ARC. For the purpose thereof, Unanimous written consent shall mean writing by the three (3) regular members of the ARC.
- 2.12 Procedure for Submission and Approval by ARC. Submission to and approval by the ARC of proposed improvements shall be in accordance with the Rules promulgated by the ARC, as authorized by Section 2.14 hereof. If the ARC/Board fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt or to give notice of its actions as above required, the ARC's approval shall not be necessary, provided, however, that the failure to approve or disapprove within such thirty (30) days shall not relieve submitting Owner from the obligation to conform the Improvement to the provisions contained in the other Articles of this Declaration.
- 2.13 Waiver and Estoppel. The approval of the ARC of any plan, specifications or drawings or any materials accompanying same for matters requiring approval of the ARC shall not be deemed a waiver of, or create any right of estoppel against, the ARC's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

2.14 ARC Rules.

- a) The ARC/Board shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to implement the purpose of the intent of the provisions of the Declaration.
- b) Approval of plans and specifications shall be based on, among other things, adequacy of site dimensions, conformity and harmony of external design and of location with neighboring structures and sites, relation of finish grades and elevation to neighboring sites, conformity to both the specific and general intent of the Declaration and whether they reflect attractive, well-designed, properly proportioned houses of suitable materials, situated on lots landscaped to preserve, protect, and enhance the ecological and aesthetic environments

2.15 Content of Plans and Specifications. Two sets of plans and specifications prepared by a licensed architect or qualified planner approved by the ARC/Board shall be submitted and approved prior to commencement of construction. Plans and specifications to be submitted and approved shall include, as a minimum, the following:

- a) A site plan showing five-foot (5-foot) contour grades and showing the location of all proposed Improvements, structures, walks, patios, driveways, fences and walls or a lot grading plan. Existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the Lot contour is contemplated;
- b) Exterior elevations, exterior materials, colors, textures and shapes;
- c) Landscaping plans, including walkways, fences and walls, elevation changes, watering systems; and
- d) Driveway size.

A copy of such plans may be kept by the ARC until construction is completed.

2.16. Decisions Conclusive. All decisions of the ARC/Board shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ARC/Board, or any member thereof, for its or such member's approval or refusal to approve all or any portion of any submitted material, or for any other decision rendered under the authority of this Declaration.

2.17 Liability. Neither the ARC nor any member thereof shall be liable to any Owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the Lot; (iv) the structural capacity or safety features of any proposed Improvements; (v) whether or not the location of the proposed Improvement on the building site is free from possible hazards from flooding or from any other possible hazards whether caused by conditions occurring either upon or off the property located within the Subdivision; (vi) soil erosion causing sliding conditions; (vii) any decision made or action taken or omitted to be taken under the authority of the Declaration; (viii) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided,

however, that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by such member. Without in any way limiting the generality of any of the foregoing provisions of the Section, the ARC or any member thereof, may, but is not required to, consult with or determine the view of any other Owner with respect to any materials submitted to the ARC.

- 2.18 Modifications and Waivers. Upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, the ARC/Board may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction of either Article Two or Article Three of the Declaration, or of the ARC rules applicable to improvement or use of, in, on or abutting any Lot.

Such applications shall contain such information as the ARC/Board may prescribe and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardships, and that its modification or waiver will not be detrimental (aesthetically, economically, or otherwise) to the Owner of any other Lot. The ARC/Board may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in opposition to the application prior to the decision, at its discretion. The ARC/Board shall render a decision in writing, which decision need not contain any reasons, findings, or conclusions for the decision and shall forward one (1) copy to the applicant, and retain one (1) copy in its records.

- 2.19 Governmental Agency Approval. Nothing in the Declaration shall relieve, or be interpreted as purporting to relieve, any Owner from also securing such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement. Construction, maintenance, addition, change or alteration to or of any Improvement, and the ARC/Board may require that a copy of such approvals, certificates, or permits be provided to the ARC as a final condition to any approval, or as additional assurance to the ARC that the proposed Improvements and uses meet governmental requirements, or for both such proposes.

ARTICLE THREE **PROTECTIVE RESTRICTIONS**

- 3.01 Land Use and Building Type. All Lots shall be known and described as single-family residential lots and no such Lot shall be used except for residential purposes. No building may be erected on any Lot prior to the erection of a dwelling. No trailer home, mobile home, or travel trailer will be permitted as a residence on any Lot, and no pre-manufactured home shall be permitted as a residence. The ARC's determination that an item is a pre-manufactured home, trailer home, mobile home, or travel trailer shall be conclusive.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, not to exceed two stories in height (except an attic or basement floor under the ground surface shall not be considered a story for this purpose) and a private garage or carport and other appropriate outbuildings incidental to residential use. Any allowed outbuilding shall

be constructed in a manner that is compatible with the main dwelling. Each Improvement to be constructed on any Lot shall be completed within six (6) months from the date construction commences. No mobile homes or trailer shall be parked or placed on any Lot at any time without written consent from the ARC. No items detrimental to the appearance of the Subdivision (as determined by the ARC) shall be permitted on any lot.

3.02 Dwelling, Quality and Size. None of the Lots shall contain any residential structure that has less than 1,000 square footage of heated and cooled living area.

3.03 Building Location. No building located on any Lot shall be located nearer than ten (10') feet from the front road Lot line or any nearer than 10 feet (10') to any side line. No building shall be located on any Lot nearer than twenty feet (20') from the rear Lot line

FURTHER SUBDIVISION OF LOTS: None of the Lots shall at any time be divided into as many as two building sites and no building site shall be smaller in area than the area of the smallest Lot in the subdivision. With the prior written consent of ARC and the obtaining of any required governmental approval, any three (3) contiguous Lots may be combined in two (2) separate building sites, each of which is larger than each of the original three (3) Lots, and for all purposes thereafter, such three (3) Lots shall be treated as two (2) Lots, the same as if those three (3) Lots were originally platted as two (2) Lots; further, with the prior written consent of ARC and the obtaining of any required governmental approval, any two (2) contiguous Lots may be combined into one (1) building site, and for all purposes thereafter, such two (2) Lots shall be treated as one (1) Lot, the same as if two (2) Lots were originally platted as one (1) Lot. For the purposes of this covenant, eaves and steps shall not be considered (but open carports and porches shall be) as part of a building; provided, however, that this shall not be construed to permit any portion of steps or eaves to encroach upon another Lot.

3.04 Landscaping. Each Lot shall be landscaped by the owner. Emphasis shall be place on preservation of green, growing, and well-groomed areas. 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. Replacement of original landscaping and/or ordinary seasonal planting does not need approval by the ARC, providing do not deviate or materially distract from lots.

3.05 Maintenance. The Owner of any Lot shall have the duty of and responsibility for keeping the premises, Improvements and appurtenances (including any dock) and landscaping in a well-maintained, safe, clean and attractive condition at all times. Parking on the grass is prohibited.

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 in a 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 No noxious or dangerous activity of any kind shall be carried upon any Lot or on the Common

Area; nothing shall be done thereon which may 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; however, two community Garage/Yard Sales per year may be held at the discretion of the Board of Directors. Such sales are to be conducted on an individual 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.

Clotheslines are not permitted on any Lot unless concealed by hedges, lattice work or screening and approved by the ARC.

No statues or other forms of art more than three (3) feet tall shall be placed on any Lot without the approval of the ARC.

No athletic equipment or lawn toys, including without limitation, basketball goals, swing sets, trampolines shall be erected or situated on any Lot.

Oversized antennas shall not be installed on any Lot.

Estate Disposition. A property owner in the process of relocating, or an executor disposing of an estate may conduct a sale. One (1) "Moving Sale" or "Estate Sale" sign, may be placed on the front lawn of the property. Other signs may be placed outside the entrance to the subdivision.

- 3.07 Exterior Materials. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes on any Lot; nor shall any window-mounted heating or air conditioning units be permitted on any Lot. However, new style, silent, low profile, floor-installed air conditioner will be allowed subject to ARC approval. The exterior of any building on any Lot must be vinyl siding, brick, any stucco-type material that is approved by the ARC, and/or such other material, if any as the ARC may from time-to-time determine appropriate, and the color of such siding, brick, stucco-type, and other material in each instance shall be subject to the prior written approval of the ARC.
- 3.08 Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, and no structure of a temporary character may be used as a residence.
- 3.09 Signs. No signs or signboards of any kind, except one professionally lettered For Sale sign of not more than three (3) square feet in size; one home security sign, one small name plate attached to, or just outside a residence; or a one(1) foot by one (1) foot pet sign attached to the mailbox post, shall be displayed to the public view on any Lot or from within any Improvement on the Lot. Political signs are not allowed in Leisure Lake.
- 3.10 Livestock, Poultry and Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Lot or within any Improvement thereon, provided that a reasonable number of generally recognized house pets, domestic pets, dogs or cats, may be kept within the residence on a Lot, subject to rules and regulations as may be determined by the ARC and provided further that such domestic

pets are not raised or kept for any commercial use of purpose, and provided further that they do not become an annoyance or nuisance to the neighborhood. At all times, pets shall be under leash and under control when walked or exercised in any part of the Subdivision, away from the residence. Pets shall not be tethered outside and/or left unattended. No pet shall be permitted to leave its excrement on any portion of the Subdivision.

3.11 Sight Lines at Intersections. In addition to the limitations below on fences, no fence, wall, hedge or shrub planting shall be allowed on any Lot resulting in a traffic hazard as determined by the ARC.

3.12 Fences.

a) The Subdivision is intended to be an open community, and this intention is generally inconsistent with closed fencing. Therefore, as a general rule, no fence of any description shall be allowed unless approved by the ARC. The ARC may approve fence-like improvements if the ARC finds that any proposed fence does not threaten the openness of the community, i.e. privacy fencing between homes, and pet fences. Privacy fences of up to three (3) sections in a straight row, each section being no more than six (6) feet by six (6) feet will be allowed, but must be pre-approved by the ARC. Pet fences no more than four (4) feet tall and constructed of black or white open fencing may be installed in a property owners back yard, and must be pre-approved by the ARC. Solid fences or picket fences will not be allowed as pet fencing. Invisible fencing is allowed. The foregoing shall not prohibit landscaping, including hedges, unless the ARC determines in any instance that such threatens the openness of the community.

b) The existing "PVC" fencing on Lots 1 through 7 and Lot 31 and all Lots adjacent to County Road 12 is the responsibility of the Owner of such lots for maintaining in good condition such part of such fencing as is situated on such Owner's Lot.

3.13 Driveways. All Lot residences must have a driveway constructed of concrete, and such driveway must be completed at such time as the residence is completed or occupied, whichever shall occur first. In no event shall dirt, gravel, shell, pine needles, asphalt or other material be acceptable for the surface of any driveway.

3.14 Pools. No swimming pool shall be located or installed on any private Lot.

3.15 Mail Boxes. Mailboxes and posts on any Lot must be white. Mailboxes must be maintained in good condition at all times. Numbers on mailboxes must be visible at all times.

3.16 Security/Street Lights. The Owner of each Lot shall have a white security light on a white pole with a timer system connected to the electrical supply servicing each owner's Lot. The owner of each Lot shall be responsible for keeping the security light and pole in working order so that it operates from the hours of dusk to dawn.

3.17 Excavation and Mining. No soil, rock, gravel or clay shall be excavated or removed from any property for commercial purposes. No oil, drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of

any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or within 500 feet (500') beneath, the surface of any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

- 3.18 Commercial, Recreational, or Other Vehicles (Including Motorcycles). Neither commercial or agricultural type vehicles, vans or trucks larger than three-quarter (3/4) ton pickup trucks nor recreational vehicles such as motorhomes, trailers, campers, boats or any trailered vehicles shall be stored or parked on any Lot or parked on any residential street in the Subdivision except while parked in a closed garage, except while engaged in transporting merchandise or goods to or from a residence in the Subdivision. No All Terrain Vehicles ("ATV's") shall be stored or parked on any Lot or on any residential street in the subdivision. Motorcycles shall not be stored on any Lot, but they may be parked on a temporary basis in a driveway.
- 3.19 Leases. No Lot (or Improvements) shall be leased except pursuant to a bona fide written lease contract for not less than twelve (12) consecutive months; all leases and the tenants thereunder are subject to all provisions of this Declaration. Property Owners shall provide a copy of such lease to the Leisure Lake POA within 10 days of occupancy. Under no conditions can owners, lease management agents or lessees enter into sub-lease contracts.

ARTICLE FOUR **UTILITIES**

- 4.01 Utilities to Include Central Sewer. All residences on any Lot must be served by underground utilities including but not limited to sewer, water, electricity and telephone. No individual water supply systems (for human consumption) or individual septic system shall be permitted on any Lot.
- 4.02 Utility Easement. A ten foot (10') utility and drainage easement is reserved by the Association on the perimeter of all Lots.

ARTICLE FIVE **LAKE**

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/Board 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.

ARTICLE SIX

COMMON AREA AND PROPERTY RIGHTS

6.01 Common Area.

- (a) It is expected that the Common Area shall include the entrance way median (including the irrigation system therein) located on Lake South Drive; the 1/13 +/- acre parcel of land shown on the Unit 1 Plat as "Common Area No. 1"; the twenty foot (20') landscape buffer (0.24 acres +/- as shown on the Unit I Plat; the temporary six foot (6') walkway easement to Common Area No. 1.
- (b) Association intends to provide non-lake Lot Owners with access to the lake. This access will be in the form of a strip of land shown on the Unit II Plat as located between Lots 47 and 48, with a pier

leading to a gazebo. Use of this access land and attached facilities shall be at all times subject to such rules and regulations as the Association may deem appropriate. The Association may designate this land and the facilities, wherever located from time to time, as Common Area.

6.02 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend an Owner's voting rights and right to use the recreational facilities for any period during which any assessment against its Lot, as the case may be, remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions

that may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the members has been recorded.

- (d) The right of the Association to make rules and regulations regulating the use of the Common Area.

6.02 Delegation of Use. Any Owner may delegate his/her right of enjoyment to the Common Area and facilities to visiting members of his/her family. Any Owner that has tenants shall provide a Tenant Authorization Form to the Board of Directors before the lessees are allowed to access the Common Area and facilities.

Article Seven **Association and Amendments**

- 7.01 Property Owners Association. The Leisure Lake Property Owners Association, Inc., is established in Alabama as a non-profit Corporation, has the obligation for general maintenance and upkeep of the Common Area. Each Owner must obtain and review a copy of the Articles of Incorporation, the Covenants, and the By-Laws.
- 7.02 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.
- 7.03 Association members shall all be Owners of Lots and 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. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

7.04 Assessments. Each Owner, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.

7.05 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Areas.

7.06 Maximum Annual Assessment. The maximum annual assessment shall be not more than Three Hundred Sixty and No/100 Dollars (\$360.00) per Lot without a vote of the majority of votes.

7.07 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.08 Notice and Quorum for Any Action Authorized Under Sections 7.06 and 7.07 Written notice of any meeting called for the purpose of taking any action authorized under Section 7.06 or 7.07 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

7.09 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

7.10 Date of Commencement of Annual Assessments: Due Dates. Annual assessments shall be computed on a semi-annual basis. Payment of the assessment shall be due thirty (30) days after invoices have been sent. Late fees of 10% will be effective after the 10th day of each month thereafter.

7.11 Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 1% per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.12 Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the

assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE EIGHT
DEVELOPMENT RIGHTS

8.01 Language is now null and void because the subdivision was turned over to Leisure Lake Property Owners' Association as of August 22, 2000.

ARTICLE NINE
MISCELLANEOUS

9.01 Enforcement. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns, or any such future owner or owners of any lot or lots within the Subdivision or any of their heirs, successors, administrators or assigns, shall violate or attempt to violate any of the covenants, restrictions and/or limitations herein contained, it shall be lawful for the Association, the ARC and/or any person or persons owning any real property subject to this Declaration to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations, and in the event that the prosecuting party's costs of litigation, including reasonable attorney's fees.

9.02 Severability. Invalidation of any one of the covenants and/or limitation, or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

9.03 Term. The provisions of this Declaration shall run with the land and shall be binding on all lot Owners, or upon all parties and persons claiming under or through them, each of

whom shall be virtue of his acceptance or acquisition of title or other interest, whether or not it be so expressed in the deeds or other instruments of conveyance, accepts and agrees to be bound by and to abide by all terms and provisions of this instrument, all of which shall be, and remain, in full force and effect until July, 1, 2014, after which time this Declaration shall automatically be extended for successive periods of ten years unless an instrument signed by the Owners of not less than fifty percent (50%) of the Lots then subject to this Declaration has been recorded, agreeing to change said covenants in whole or in part.

9.04 Successors. Deeds of conveyance of any Lot within the Subdivision may contain the provisions, restrictions, covenants and conditions contained herein by reference this Declaration; however, whether or not such reference is made in any or all of said deeds, by becoming or Owner of any Lot within the Subdivision, each such Owner, for himself or itself, his or its heirs, personal representatives, successors, transferees and assigns, binds himself or itself, and such heirs, personal representatives,

successors, transferees, and assigns, to all the provisions, restrictions, covenants and conditions nor or hereafter imposed by or under authority of this Declaration and any amendments thereof.

9.05 Rights Reserved and Limitation on Restrictions. Nothing contained in this Declaration or on the plat of the Subdivision shall be deemed or interpreted to intend a gift or dedication of any portion of the Subdivision to the general public or for any public purpose whatsoever, such intent being hereby expressly disavowed.

9.06 Captions and Headings. The captions and headings in this Declaration are for convenience only, and are not to be considered as defining or limiting in any way the intent of the provisions hereof or thereof.

ARTICLE TEN
AMENDMENTS

10.01 Amendments. At the discretion of the Board of Directors, amendments may be necessary. Such amendments require an affirmative vote of at least two-thirds (2/3) of the votes by members of the Association present or represented by proxy at any meeting at which a quorum has been duly called for.

IN WITNESS WHEREOF, Leisure Lake Property Owners Association, Inc., an Alabama corporation, by and through its duly authorized officer, has caused this Declaration to be executed as of date provided above.