

**STATE OF ALABAMA  
COUNTY OF BALDWIN  
DECLARATION OF COVENANTS,  
CONDITIONS AND  
PROTECTIVE RESTRICTIONS  
FOR LEISURE LAKE  
DECEMBER 4, 1997**

**COMBINED WITH AMENDMENTS  
1-10 PREVIOUSLY APPROVED BY THE MEMBERS.**

For the purpose of providing clarification  
of current rules and regulations for the Members.

**EFFECTIVE MAY 1, 2020**

**Table of Contents**

**RECITALS ..... 3**

**ARTICLE ONE DEFINITIONS ..... 4**

**ARTICLE TWO ARCHITECTURAL REVIEW COMMITTEE ..... 4**

**ARTICLE THREE PROTECTIVE RESTRICTIONS ..... 7**

**ARTICLE FOUR UTILITIES ..... 10**

**ARTICLE FIVE LAKE ..... 11**

**ARTICLE SIX COMMON AREA AND PROPERTY RIGHTS ..... 11**

**ARTICLE SEVEN ASSOCIATION AND AMENDMENTS ..... 12**

**ARTICLE EIGHT DEVELOPMENT RIGHTS ..... 13**

**ARTICLE NINE MISCELLANEOUS ..... 14**

**ARTICLE TEN AMENDMENTS ..... 15**

## RECITALS

Developer is the developer of Leisure Lake, Unit I of Phase 1 ("Unit I") as per the plat thereof recorded at Slide 1480-A in the records of the Office of the Judge of Probate of Baldwin County, Alabama. In that capacity, Developer executed and caused to be recorded that certain Declaration of Covenants, Conditions, and Protective Restrictions for Leisure Lake, unit I of Phase I as recorded in Miscellaneous Book 79, Page 987 of said records. In the Declaration, Developer reserved the right to the provisions of the Declaration under certain circumstances, which currently prevail. Moreover, Unit I of Phase I of Leisure Lake Subdivision consists of thirty-one (31) lots, seventeen (17) of which are, as of the date of this Amendment, still owned by Developer. Developer caused provisions of the Declaration to be amended by and through that certain First Amendment dated as of September 8, 1994, and recorded at Miscellaneous Book 79, Page 1538; that certain second Amendment dated as of April 25, 1995, and recorded in Miscellaneous Book 83, Page 1879; and that certain Third Amendment dated as of August 28, 1995, and recorded in Miscellaneous Book 84, Page 0813; and that certain Fourth Amendment dated as of May 15, 1996, and recorded in Real property Book 688, Page 356. (Said Declaration, as heretofore amended, is hereinafter sometimes called "the original Declaration.") - Further, Developer has reserved the right to bring other property within the scope of the Subdivision, in one or more additions, and in connection therewith, Developer may supplement, restate and amend the Original Declaration. Developer has now caused Unit 11 of Phase I ("Unit 11") to be developed. Unit I consists of Lots 32 through 69, as shown on the plat recorded at Slides 1772 -B and 1773 -A in the records of the Office of the Judge of probate of Baldwin County, Alabama. Developer intends by this instrument supplement, restate and amend the Original Declaration so that reference to the Original Declaration is no longer necessary, so as to bring into one document all of the provisions that hereafter will govern the Subdivision, and so as to place certain requirements, covenants, restrictions, conditions and reservations upon the subdivision in accordance with a general scheme or plan in order (a) to protect the Owners of each Lot of the subdivision against improper use of surrounding Lots within the subdivision as will depreciate the value of the property, (b) to preserve, as far as practicable, the natural beauty of each Lot, (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said Lots, (d) to ensure proper building setbacks from street and Lot lines, (e) to provide adequate free space between structures, and (f) in general, to ensure the best and most appropriate development and improvement of the Subdivision and each Lot thereon;

NOW, THEREFORE, Developer hereby imposes the following restrictions, conditions, covenants, and agreements, all of which shall run with the Lots and shall be binding on all parties having or acquiring any right, title, or interest in said Lots or any part thereof.

## 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 Lots 1 through Lot 69 and the Common Areas together with such additions thereto, if as may hereafter be brought within the scope of this Declaration.

"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 as Common Area or owned by the Association for the use and enjoyment of the Owners. No property shall be a Common Area until the property is conveyed to the Association. "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 as Common Area or owned by the Association for the common use and enjoyment of the Owners.

1.05 "Lot" shall mean and Lots 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 11 Plat") and Slide 1922 (the "Unit 111 Plat") in the records of the Office of the Probate Court of Baldwin County, Alabama.

[Note 1.07 deleted by amendment.]

1.08 "Improvement" 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 of the foregoing. Improvement includes original improvements and lacer 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 Improvements (ag 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. The ARC shall have the power to employ professional consultants to assist it in discharging its duties and shall have the right to charge any applicant a reasonable fee to defray the cost of reviewing such plans and specifications. The decision of the ARC shall be final, conclusive and binding upon the applicant.

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 Term 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. Any new member appointed to replace a member who has resigned or been removed shall serve such members unexpired term. Members who have resigned or whose terms have expired may be reappointed.

2.05 Removal. Except as provided below, the right to appoint and all regular members of the ARC at any time, with or without cause, shall be, and hereby is, vested solely in the Developer. At such time as Developer no longer owns any portion of the property subject to this Declaration or at such time that the Developer records a waiver of the right herein retained, Whichever event occurs first, then the Association shall appoint all regular members of the ARC in accordance with the Bylaws of the Association.

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. Vacancies on the ARC, however caused, shall be, except as provided in Section 2.05 of this Article, filled by the Developer. A vacancy shall be deemed to exist in the case of death, resignation, or removal of any regular member.

2.07 Authority, duties, rights, powers and authority of the ARC constituted hereby may be assigned at any time, at the sole election of a majority of the regular members of the ARC, to the Association, and from and after the date of such assignment, and the acceptance thereof by the Association, the Association shall have full right, authority and powers, and shall be obligated to perform the functions of the ARC as provided herein (and in the Bylaws Of the Association) .

2.08: The address of the ARC shall be 22617 Tranquil Lane, Foley, Alabama 36535, or such other place as may be designated (from time to time) by the ARC by written instrument filed for record in the Office of the County Clerk of Baldwin County, Alabama, and last instrument shall be deemed the ARC's proper address.

2.09 Duties. It shall be the duty of the ARC to receive, consider and act upon all proposals, plans, specifications, complaints, requests for determination, or other matters submitted pursuant to 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 incidentals.

2.10 Meeting. 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 or 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 a 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 fails to approve or disapprove any material submitted to it hereunder within thirty (30) days after the date shown on the submitted 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 from the obligation to conform the Improvement to the provisions contained in the other Articles of this Declaration.

2.13 Waiver - 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 Rules.

(a) The ARC 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 and intent of the provisions of this Declaration. Any conflict; between such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

(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 the, relation of finish grades and elevation to neighboring areas, 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. If plans and specifications are not sufficiently complete or are otherwise inadequate the ARC may reject them totally or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

#### 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 shall be submitted and approved prior to commencement of construction. Plans and specification to be submitted and approved shall include, as a minimum, the following:

- (a) A site plan showing five-foot contour grades and showing the location of all proposed Improvements, structures, walks, patios r 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; Landscaping plans, including walkways, fences and walls, elevation changes, watering systems; and 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 shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the ARC, or any member thereof, for such member' s approval or refusal to approve all or any portion of any submitted materials is, 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) development of 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 this Declaration; or
- (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 this 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 material submitted to the ARC.

2. 18 Modifications: Upon such terms and conditions, upon the payment of such fees or expenses, and for such procedures as it may prescribe, the ARC 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 this Declaration, or of the ARC rules applicable to any Improvement or use of, in, on or abutting any Lot . such applications shall contain such information as the ARC 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 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 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 recording.

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 may require that a copy of such approvals, certificate, 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 purposes.

2.20 Construction/Developer's Right to Repurchase: All construction of any Improvements in the Subdivision must be by licensed contractors approved by the ARC. Each Improvement to be constructed or erected on any Lot shall be completed within six (6) months from the date construction commences. Each Owner, other than the Developer, of an unimproved Lot shall cause construction of a residential structure to be commenced on the Lot by an approved licensed contractor within six (6) months of the Developer's conveyance of such Lot. Should any Owner fail to cause construction to be commenced in the manner and time as provided, the Developer shall have the absolute right in discretion to require such owner to convey the Lot to Developer or Developer's assignee. This right, which may be exercised by Developer at any time after said six (6) months and prior to construction commencement shall be deemed exercised by the Developer if the Developer deposits in the United States mail, certified-return receipt requested, a notice of such exercise addressed to such Owner at an address believed by the Developer to be such address. Closing of this sale to the Developer shall occur within ten (10) days following the exercise of such right. The purchase price for this sale shall be equal to the purchase price received by the Developer on the original sale of the lot less the sum of:

- (i) The costs incurred by Developer in connection with closing of the original sale by Developer of the Lot to Owner or Owner's predecessor,
- (i i) the amount of any real estate commission or fee paid by Developer in connection with the original sale of the lot and
- (i i i) the costs incurred by the Developer for deed preparation, recording fees, closing fee, title insurance and other costs in connection with the sale back to Developer. such Owner shall transfer good and merchantable fee simple title to the Lot by warranty deed, which shall warrant that the Lot is free and clear of all liens and encumbrances, other than those included as exceptions in the original deed from the Developer.

### **ARTICLE THREE PROTECTIVE RESTRICTIONS**

#### **3. 01 Land 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 premanufactured home shall be permitted as a residence. The ARC's determination that an item is a premanufactured 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 out buildings 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 1000 square footage of heated and cooled living area.

3.03 Building Location. No building located on any Lot shall be located nearer than ten (ten) feet from the front road Lot line or any nearer than ten (10) feet to any side line. No building shall be located on any Lot nearer than twenty (20) feet 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/Board of Directors and obtaining the required governmental approval, any three (3) contiguous Lots may be combined into 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/Board of Directors 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.

3.03 Building Location: Changes rear setback for Lots 50-55 by providing that any building located on any of said Lots may be located no nearer than ten feet (10') to the rear line of such Lots.

3.04 Landscaping: Each Lot shall be landscaped by the owner. Emphasis shall be placed on preservation of green, growing, and well-groomed areas. The landscaping plan shall be designed to maintain or enhance existing vegetation within drainage easements, to prevent erosion, siltation, or impediment of runoff. Replacement of original landscaping and/or ordinary seasonal planting does not require approval of the ARC, providing such changes do not deviate or materially distract from other lots.

3.05 Maintenance:

The Owner of any Lot shall have the duty of and responsibility of keeping the premises, improvements, and appurtenances including driveways, sidewalks, docks, and landscaping in a well-maintained safe, clean, and attractive condition at all times.

If, in the opinion of the Board of Directors, any such Owner is failing in this duty and responsibility, then the Board of Directors may give notice of such fact and such Owner shall within five (5) days of such notice, undertake the care and maintenance required to restore said Owner's or lessee's Lot to a safe, clean and attractive condition. Should any Owner fail to fulfill this duty and responsibility after such notice, the Board of Directors shall have the right and power to perform such care and maintenance, and the Owner shall be liable for the cost thereof. If such Owner shall fail to reimburse the entity performing the work after written demand upon such Owner for payment, the amount of such charge shall constitute a lien upon the Lot and shall be enforceable and collectible in the same manner as assessments are to be collected as later set forth in this Declaration.

3.06 Garbage and Refuse Disposal and Other Protective Miscellaneous Restrictions.

1. 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.

2. No noxious or dangerous activity of any kind shall be carried upon any Lot or 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

3. 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.

4. 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.

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

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

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

8. Oversized antennas shall not be installed on any Lot.

9. 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 entrances to the subdivision.

3.07 Exterior Materials. No foil or other reflective materials shall be used on any window for sun screens, blinds, shades, or other purpose 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 motel type 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) 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 may be kept within the residence on a Lot, subject to the rules and regulations as may be determined by the ARC and provided further that domestic pets are not raised or kept for any commercial use or 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 left unattended. When on a pet owner's property, pets shall be under control at all times, and shall not pose a threat or be a nuisance to the neighbors. No pet shall be allowed to leave its excrement on any portion of the Subdivision.

3.11 Sight Lines and Intersections: In addition to below on fences, no fence, wall, hedge or shrub planting shall be allowed on any Lot which materially obstructs sight lines on any corner 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 fences 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 3 sections in a straight row, each section being no more than six (6) feet x 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 owner's 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.

3.12(B): The existing "PVC" fencing on Lots 1 through 7, 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 said fencing as is situated on such owner's lot.

3.13 The Owner of each of such Lots shall be responsible for maintaining in good condition such part of such fencing as is situated on the such Owner's Lot. 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: No swimming pool shall be located or installed on any private lot.

3.15 Mailboxes Mail boxes and posts on any Lot must be white. Mailboxes must be maintained in good condition at all times. Numbers on mailboxes or posts shall 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 operation, 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 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 parked or stored or parked on any Lot 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 Lakes 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 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 system (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 ByLaws, 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.

## 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 Plat as <sup>n</sup> 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 1, which easement may be relocated by the Developer from time to time, and, at Developer's option, the lake and dam area. The Common Area shall include any other property Developer may elect to classify, build or provide as Common Area. The Developer intends to construct a clubhouse or activity center, which Developer intends to classify as Common Area. As of the date of this instrument, Developer has set aside an area along County Road 12 for the storage of RV's and trailers; Developer reserves the right to eliminate, relocate, remove,

and/or expand this area and/or to classify it as Common Area. Developer 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 11 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 Developer may deem appropriate. The Developer may designate this land and the facilities, wherever located from time to time, as Common Area.

6.02 Owner's Easements. Every Owner shall have a right and easement of enjoyment, in and to the Common area which shall be appurtenance 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 to by the members. NO such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

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

6.03 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 Areas 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 areas. Each owner must obtain and review a copy of the Articles of Incorporation, the By-Laws and the Covenants.

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 The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners of Lots, with the exception of the Developer, 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.

Class B: Class B member (s) shall be the Developer and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first (1) on January 1, 2001 or (2) Developer records an instrument terminating the Class membership.

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 agree 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. Such may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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 or the improvement and maintenance of the conman Areas.

7.06 Maximum Annual Assessment. The maximum annual assessment shall be not more than Four Hundred Twenty and No/100 Dollars (\$420.00) per Lot without a vote of the majority of the 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 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 nor 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 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 Assessment: 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 10<sup>th</sup> day of each month thereafter.

7.11 Effect of Non-Payment of Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12.5% per year. The Association may bring an action 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 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**

Developer hereby brings within the scheme of the Subdivision, said Unit Four "B" of Phase Two, consisting of Lots 20 through 58 as shown on the plat recorded at Slide 2191-C. and Unit Five. consisting of Lots 1 through 41 as shown on the plat recorded at Slide 223 1-C. Hereafter, all references to "Lots" will include all of said Lots, and all references to "Plats" will include all of the said plats. Rear yard setback requirements. front yard setback requirements and side yard setback requirements for each of the newly-added Lots are shown on the respective Plats.

DEVELOPER HEREBY brings within the scheme of the Subdivision said Lots 70 through 98 as shown on said plat. Hereafter, all references to "Lots" will include said Lots 70 through 98, and all references to "Plats" will include the said plat recorded at Slide 1922-A. Rear yard setback requirement for these added Lots is 20 feet, and front yard setback is 10 feet. Side yard requirements shall be 10 feet, unless any of said Lots 70 through 98 is annexed into the City of Foley, in which case, if otherwise permitted by the City, the minimum side yard for such annexed Lots will be 5 feet on the "left side", and the minimum side yard for the "right" side will be 10 feet. In applying the immediately preceding provision, "right" and "left" shall be determined from the perspective of the front of the subject Lot looking toward the rear of such Lot.

Developer hereby brings within the scheme of the Subdivision said Lots I through 19 as shown on said Phase Two, Unit Four "A" Plat, Hereafter, all references to "Lots" will include said Lots I through 19, and all references to "Plats" will include the said Phase Two, Unit Four "A" Plat. Setback and side yard requirements for these added Lots are shown on the said Plat. Developer reserves a sign easement on Lot I as shown on the said Phase Two, Unit Four "A" Plat. Developer may convey said easement to the Association as Common Area.

## **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 prevails, the other party shall be responsible for the prevailing party's costs of litigation, including reasonable attorney's fees.

9.02 Severability Invalidation of any one of the covenants and/or limitations or any part thereof, by judgment or court order shall in no wise affect any of the other provisions which shall remain 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 by 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 when 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 to this Declaration; however, whether or not such reference is made in any or all of said deeds, by becoming an Owner of any Lot within the Subdivision, each such Owner, for himself or herself, 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 now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

9.05 Assignment of Rights The rights of Developer hereunder are fully assignable to any person, association or entity and any and all obligations and duties of Developer are fully delegable and assignable to any person, association or entity.

9.06 Rights. 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 intention being hereby expressly disavowed. Nothing contained in or inferable from the Declaration shall ever be deemed to impose upon any of the land outside the subdivision, even if shown on the Plats, and now owned or to be owned by Developer, or any related entity, any covenants, restrictions, easements or liens or other interest in any such land in favor. Developer or any other party. Developer specifically reserves the right, from time to time, to make changes to the Plats, except that no such change shall change the boundary of, or vacate, any Lot not owned by Developer. Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Developer of Improvements or signs necessary or convenient to the development, sale, operation, or other disposition of any property with the Subdivision or impair operation or maintenance of the Lake.

9.07 Captions and Headings The captions and headings in this Declaration are for convenience only, and 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 or at least two-thirds (2/3) of the votes by the members of the Association present or represented by proxy at any meeting at which a quorum has been duly called for.

IN WITNESS WHEREOF,

For the purpose of providing clarification of the current rules and regulations, by and through its duly authorized officers, have **included and combined Amendments 1-10 with the Original Declaration of Covenants, Conditions and Protective Restrictions for Leisure Lake.**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer