

SEMINOLE LANDING PHASE IV

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made and entered into this 16th day of March, 1995.

Witnesseth

WHEREAS, Declarant is the Owner of certain property in Baldwin County, Alabama, which is more particularly described as: Seminole Landing Phase IV, a subdivision according to Slides 1546A, and 1546B of the public records of Baldwin County, Alabama.

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1: "Association" shall mean and refer to Seminole Landing Owners Association, Inc., An Alabama Corporation not for profit, its successors and assigns.

Section 2: "Common Areas" shall mean and refer to all real property (together with improvements thereon) owned by The Association at the time of conveyance of the first lot by Declarant and shall be that area designated as Common Area and any other lots owned by The Association together with all roads and rights of way on the recorded plat of Seminole Landing, Donovan Landing, Seminole Landing Phase II, Seminole Landing Phase III and Seminole Landing Phase IV.

Section 3: "Declarant" shall mean and refer to Navonod Development Co., Inc. Developers of Seminole Landing Phase IV.

Section 4: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a lot merely as security for performance of an obligation.

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

ARTICLE II

Section 1: Every Owner of a lot shall be a member of The Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2: Each Owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the one vote for each lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one lot.

ARTICLE III

Use Restrictions

Section 1: All lots shall be used and occupied solely for residential purpose and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any lot other



Section 12: NO lot shall be clean cut of all trees nor shall trees be cut on any lot so that there is less than two (2) mature trees at least three (3) inches in diameter (measured four (4) feet from the ground) for each 2,000 square feet of land area. No tree with a diameter greater than ten (10) inches (measured four (4) feet from the ground) shall be cut down unless it shall interfere with construction of the residential structure. On lots that contain no trees three (3) inches or greater in diameter (measured four (4) feet from the ground), at least two (2) trees for each 2,000 square feet of land must be left standing after lot clearing. However, dead, diseased and/or damaged trees, regardless of size, must be removed regardless of aesthetics and removal is subject to the written approval of Owner's Association. The Declarant in their sole discretion may clean cut any trees on lots they own which they determine to be necessary for further development.

Section 13: NO use shall be made of the word "Champion" in any designation of the property.

Section 14: NO fence shall be erected nearer to the front lot line of the lot than the front line of the residential structure. Prior to the construction of any fence on any lot, the lot Owner shall obtain approval of a majority of the Board of Directors of Seminole Landing Owners Association, Inc., a non-profit corporation. Notwithstanding the foregoing, however, no fence, growing hedge or the like in excess of four (4) feet in height shall be allowed within seventy-five (75) feet of the waters edge of the ponds.

Section 15: "Utility Easement" means and refers to a general utility easement ten (10) feet in width along all roads, side lot lines and rights of way on the recorded plat of Seminole Landing Phase IV for the purpose of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature shall be placed or permitted to remain or which may change the direction or flow of drainage easements.

Section 16: The following restrictions shall apply with respect to operation of a boat on Sweetwater Pond. No boat in excess of eighteen (18) feet in length shall be used on the pond; no boats shall be propelled by motors. No boats in the state of disrepair shall be stored on or along said ponds; and no boat hull, scraping, painting or the like shall be allowed in, on or over the ponds.

Section 17: The Board of Directors of the Seminole Landing Owner's Association have the right to restrict and/or regulate the catching of fish in Sweetwater Pond to maximize the recreational fishing opportunities for The Association Members.

Section 18: Erosion control shall be followed during any improvement and/or construction that shall occur on an individual's lot.

#### ARTICLE IV

Section 1: The Owner of each lot, by acceptance of a deed thereof whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to The Association an annual assessment for capital improvements to Common Areas and/or maintenance of all roads, right of ways and drainage easements in Seminole Landing, Seminole Landing Phase II, Donovan Landing, Seminole Landing Phase III and Seminole Landing Phase IV. The annual assessments, together with interest, costs and reasonable attorney's fees shall be charged on each lot and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be a personal obligation of the person(s) who is Owner of the lot at the time when the assessment becomes due.

Section 2: Notwithstanding anything to the contrary herein contained, Declarant shall not be required to pay any assessments until three-fourths (3/4) of the lots are sold.

Section 3: "Purpose of Assessments" means and refers to the assessments levied by The Association and shall be used exclusively for capital improvements, maintenance, management and care of the private roads, private access easement, common areas and drainage easements. The Association also shall pay Ad Valorem Taxes on the private access easement, private roads and common areas. The Association shall fund, in a reserve account, such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to the private roads and other Common Areas.

Section 4: "Annual Assessment" means and refers to the annual assessment which shall be \$100/lot per year. The maximum increase in the assessment per year shall be 15%. The lot Owners will fix the annual assessment by a vote of majority of the lot Owners who are voting in person or by proxy at a meeting duly called for this purpose. Regardless of the provisions above, The Association shall be obliged to pay all Ad Valorem Real Property Taxes upon the private access easement and private roads and no limitation above shall ever prohibit The Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 5: "Notice and Quorum for Any Action Authorized Under Section 3" means and refers to the written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article which shall be sent by United States mail, postage prepaid, to all Owners (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty (50%) percent of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at subsequent meetings shall be one-third (1/3) of the required quorum at the preceding meeting. NO such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: "Annual Assessment Periods and Due Dates" means and refers to the annual assessment which shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the majority of the lot Owners who are voting at a meeting duly called for this purpose. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence thereafter as determined by The Association. Upon commencement, The Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge furnish a sealed certificate signed by an officer of The Association stating what assessments are outstanding against any lot and due date of each assessment. A properly executed and sealed certificate of the Association as to the status of assessment on a lot is binding upon The Association as of the date of its issuance.

Section 7: The annual assessment rate shall be the same rate for all the lots.

Section 8: "Effect of Nonpayment of Assessment": Remedies of The Association means and refers to any annual assessment not paid within thirty (30) days after the due date and which shall bear an interest from the due date at the highest legal rate. The Association may, after first giving them ten (10) days written notice to the holder of any first mortgage, bring action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. NO Owner may waive or otherwise avoid personal liability for the assessment provided for herein by non-use of the private access easement, and/or common areas, facilities or abandonment of his lot.

Section 9: "Subordination of Assessment Lien to First Mortgages" means and refers to the lien of the assessment provided for herein which shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall

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extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter coming due or from the lien thereof.

ARTICLE V

Common Areas

Section 1: Common Areas Use and Enjoyment: Every Owner shall have a right and easement of use and enjoyment in and to the private common areas and private roads which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (A) The right of The Association to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the common areas.
- (B) The right of The Association to suspend by voting rights and the right of The Owner to use and enjoy any recreational facility situated upon the common areas for any period during which any assessment against his lot remains unpaid or any violation of the provisions of this Declaration uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities.
- (C) The right of The Association, in accordance with its articles and bylaws, to reasonably limit the use of the common areas by published rules and regulations including the number of guests and prescribing hours of usage.
- (D) The right of The Association to dedicate or transfer all or any part of the Common Areas, including private roads, to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless two-thirds (2/3) of the votes of The Association has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than sixty (60) days in advance, provided; however, that for a period of two (2) years from the date of recording this Declaration the Developer may without action of The Association, grant such utility easements, licenses or the like, across or under, all or any portion of the Common Areas including private roads which the Developer, in its sole discretion, deems appropriate or necessary for the benefit of all Owners.

Section 2: Declarants, for themselves, their heirs and assigns, do hereby reserve unto themselves a non-exclusive perpetual easement and right of ingress and egress across, under and to all Common Areas, including private roads. The easement retained herein shall be appurtenant to all lands described in that certain deed from Champion Realty Corporation to John C. and Mary E. Donovan dated September 18, 1986 and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on September 18, 1986 in Real Property Book 262 Pages 1090-1094, less and except the portion thereof comprising Seminole Landing, Seminole Landing Phase II, Donovan Landing, Seminole Landing Phase III and Seminole Landing Phase IV. Subdivisions as heretofore described in this instrument. Declarants, in their sole discretion, may grant to the subsequent Owners of the lands to which the easement retained herein is appurtenant such right of use and ingress and egress across, under and to the Common Areas described herein as Declarants may determine to be necessary and appropriate for the further development of the lands to which the easement retained herein is appurtenant. Declarants

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