

STATE OF ALABAMA
COUNTY OF BALDWIN

THE LAKE RAYNAGUA ESTATES
RESTRICTIVE COVENANTS
AND
HOMEOWNERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS; that **THE LAKE RAYNAGUA ESTATES, INC.**, an Alabama corporation, hereinafter call **DEVELOPER**, is the owner of a parcel of real property known as **LAKE RAYNAGUA ESTATES** by plat recorded on Slide 2313-F, in the office of the Judge of Probate of Baldwin County, Alabama and

WHEREAS, the said **THE LAKE RAYNAGUA ESTATES, INC.** is desirous of restricting the use, occupancy and improvements of all lots in **LAKE RAYNAGUA ESTATES** for the benefit and pleasure of the owners of Lots in said Subdivision and so as to promote the appearance and protect the values of said Lots in **LAKE RAYNAGUA ESTATES**. These covenants shall run with the land and shall be binding on all successive owners who may have an interest therein by deed or otherwise.

NOW, THEREFORE, in consideration of the foregoing, **THE LAKE RAYNAGUA ESTATES, INC.** does hereby make, file and declare the following restrictions regarding the use, occupancy and improvements of each of the above described Lots of said Subdivision.

The **DEVELOPER** further declares that said restrictive covenants may be enforced by the **COMMITTEE** specified below on behalf of all property owners and by any person owning an interest in said property described as per recorded plat. The **COMMITTEE** shall have the power to sue in the name of the **ASSOCIATION** on behalf of the collective property owners for the enforcement of these Restrictions. Should it

State of Alabama, Baldwin County
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Instrument Number 1023563 Pages 19
Recording 57.00 Mortgage
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Archive Adrian T. Johns, Judge of Probate

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become necessary to employ an attorney to enforce these covenants, the party employing such attorney shall be entitled to recover reasonable attorney's fees and expenses from the owners of the land against whom the restrictive covenants must be enforced in law or equity in the event the person enforcing such restrictive covenants prevails and the trial judge is convinced that such enforcer is entitled to an award of attorney's fees and expenses. Likewise, if such enforcer brings an action and does not prevail then the trial judge may, in his discretion, grant reasonable attorney's fees and expenses to the defendant. It shall not be the **DEVELOPER'S** obligation to enforce these covenants.

The LAKE RAYNAGUA ESTATES is located on Dawson Road , North of Robertsedale, Alabama and South of Loxley, Alabama. All Lots shall be used exclusively for single family residential purposes.

1. **HOMEOWNERS' ASSOCIATION:** Each **OWNER** of a parcel of land within the property shall be a member of an unincorporated **ASSOCIATION** consisting of all persons (or entities) owning an interest in the property except for mortgagees and/or lien holders of all types. The **ASSOCIATION** shall be known as **THE LAKE RAYNAGUA ESTATES, HOMEOWNERS' ASSOCIATION**. Nothing herein shall prevent the **ASSOCIATION** from incorporating should its members decide and vote to do so.

a. **COMMITTEE** - The **ASSOCIATION** shall be governed by a **COMMITTEE** of three property owners which shall consist of the developer and his designees until such time as the **DEVELOPER** shall transfer any right and powers after 75% of (i) the Lots located in said subdivision have been transferred or sold; (ii) or in the event the **DEVELOPER** dedicates other Units to this **RESTRICTIVE COVENANTS**, then upon the transfer or sale of 75% of all the Units; (iii) or at any time the **DEVELOPER**, in its sole discretion, decides to transfer any said rights or powers. Any person or entity who purchases a lot automatically becomes a member of said **ASSOCIATION** and agrees to abide by the **ASSOCIATION'S** By-Laws and any rules, regulations and conditions which have been or will be established by the **ASSOCIATION**.

b. **PURPOSE OF ASSOCIATION** - The purpose of the **ASSOCIATION** shall be to promote the maintenance of the existing roadways and drainage on the property and to enforce the restrictive covenants.

c. **CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS** - Each Owner, except the **DEVELOPER**, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the **DEVELOPER** or the **ASSOCIATION** as provided below the following: (1) annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article, both such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon at a rate per annum equal to fourteen percent (14%) from the date of delinquency until collected (unless waived by the **COMMITTEE**), and the costs of collection thereof, including reasonable attorneys fees, shall also be the personal obligation of the **OWNER** of such real property at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all such co-owners shall be jointly held liable for all penalties, and cost of collection. If an assessment is not paid within forty-five (45) days after the due date, such assessment shall then be delinquent and interest shall be added to the amount as provided herein and a penalty in an amount to be determined annually by the **COMMITTEE** of the **ASSOCIATION** and shall be consistently added to such assessment, and further, the **ASSOCIATION** may bring an action at law against the **OWNER** personally, and there shall be amounts added to the assessment of such disbursements related to such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and such actual counsel fees and disbursements together with the costs of the action. Unless otherwise provided by the **COMMITTEE**, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.

d. **PURPOSE OF THE ASSESSMENTS** - notwithstanding any provision contained herein, all assessments of any nature provided for herein shall be due and payable to the **ASSOCIATION**, its successors or assigns, and all rights hereby established on behalf of the **ASSOCIATION**. The assessments levied by the **ASSOCIATION** shall be used exclusively for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the recreational amenities, roadways, paths, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes which are for the benefit of Property Owners, including Common Properties, and to provide all services which the **ASSOCIATION** is authorized to provide hereunder; including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and Property Owner information services, repayment of loans and such other action as is necessary to carry out its authorized function. Such assessments shall not be used to maintain or repair any Property not belonging to the **ASSOCIATION**.

e. **SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS:** In addition to the maximum regular annual assessment authorized by the above Section hereof, the **ASSOCIATION** may also levy special assessments against the Property Owners for the following purposes:

(1) construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;

(2) additions to the Common Properties;

(3) facilities and equipment required to offer the services authorized herein;

(4) repayment of any loan made by the **ASSOCIATION** to enable it to perform the duties and functions authorized herein.

The proportion of each special assessment to be paid by the **OWNERS** of the assessable Property shall be equal to their respective

proportions of the annual assessments made for the assessment year during which such special assessments are levied.

f. **BANK ACCOUNT** - The **COMMITTEE** shall have the power to set up a bank account in the name of **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION** and shall have the power to contract for road and drainage maintenance for the benefit of the property and in such event shall be deemed the attorney-in-fact for the Property Owners provided no Property Owner shall be liable for more than is pro rata or allocated share assessed on the basis aforesaid.

2. **ARCHITECTURAL CONTROL COMMITTEE:** No buildings, fence, mailbox or structure of any kind shall be erected, constructed, placed or permitted to remain on any lot until the construction plans, specifications, exterior color chart and a plat plan showing the location of such buildings, fence, or structure have been approved by the **ARCHITECTURAL CONTROL COMMITTEE** which shall initially be composed of three (3) individuals to be named by **LAKE RAYNAGUA ESTATES, INC.** The **ARCHITECTURAL CONTROL COMMITTEE** shall include one (1) Representative from Mitchell Homes.

3. **LAND USE:** All lots located in said Subdivision will be used for residential purposes only.

The area (s) set out on the plat of **LAKE RAYNAGUA ESTATES**, a Subdivision, as "common area" is for the use and enjoyment of the **OWNERS** and their guests and is not intended for the use and enjoyment of the general public. All roadways located within the Property are private roadways and are not intended for the use and enjoyment of the general public. All roadways are considered a "common area".

It shall be the responsibility of the **DEVELOPER** for the upkeep and maintenance of the "common area" for the period of time that said developer has 25% of available lots for sale in **LAKE RAYNAGUA ESTATES** or any additional property designated by the **DEVELOPER**, to fall under these Restrictive Covenants, or three (3) years from the date hereof. At this 75% sell out, the **DEVELOPER** will have the option of turning the upkeep and maintenance over to **THE LAKE**

RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION. After such period, any cost, when established, including but not limited to taxes, assessments, maintenance or upkeep, associated with the "common area" shall be the responsibility of the individual Lot **OWNERS**, by and through the **ASSOCIATION**, at the time the costs are incurred.

It shall be the responsibility of each Lot **OWNER** to maintain the condition of said Lot and structures. In the event conditions become unsightly or hazardous, the **ARCHITECTURAL CONTROL COMMITTEE**, after written notice, may enter the Lot and correct the problem. Any and all expenses incurred are the responsibility of the Lot **OWNER**, and **OWNER** shall be assessed.

4. **BUILDINGS:** No dwelling of any kind shall be erected, constructed, placed or permitted to remain on any Lot except one (1) single family dwelling, not to exceed two (2) stories in height. All dwellings located on waterfront lots (Lot 15 through Lot 31) must have not less than two thousand (2000) square feet of living space. All other dwellings in Subdivision (Lot 1 through Lot 14 and Lot 32 through Lot 53) shall be not less than eighteen hundred (1800) square feet of living space. Living space is exclusive of basements, decks and garages. The minimum square footage for 1-½ or 2 story homes must be twelve hundred (1200) square feet of total habitable living area on the ground floor of dwellings on all Lots.

All dwellings must have an attached two (2) car garage. Driveways must be of concrete, brick paved or similar material. No concrete block or masonite exteriors on any house shall be permitted. No roofing, tar paper or imitation brick siding may be used on the exterior of any buildings. The home must have brick on all sides up to the eave height. Vinyl siding will be allowed above eave height.

No mobile home, house trailer, tent, shack, barn or other out buildings shall be erected, parked, stored on or moved onto any Lot within the Subdivision as a permanent or temporary structure. This paragraph is not intended to restrict the temporary parking of a recreational vehicle on a lot, provided it is parked in a garage.

5. **PARCELS:** No Lot shall be divided, or its boundary lines changed except with prior written consent of the **DEVELOPER**. However, the **DEVELOPER** hereby expressly reserves to itself, its successors and assigns, the right to re-plat any Lot and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or easements, walkways, rights-of-way, roadways, and recreational facilities. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous Lots into one (1) large Lot. Three (3) Lots may be divided into two (2) Lots with approval by **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION** as long as none of the area of the new Lot is less than any original Lot in Subdivision.

6. **GENERAL RESTRICTIONS:** Lots may be used only for single family residences and shall be subject to the recorded restrictions applicable to the Lots. This is not intended to prohibit a Lot **OWNER** from renting or leasing his residence. The foregoing restriction as to residential use, however, shall not be construed in such a manner as to prohibit a Lot **OWNER** from maintaining his personal professional records or accounts, or from handling his personal business or professional telephone calls or correspondence. Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions.

7. **LEASING RESTRICTIONS:** No Dwelling Unit or other structure shall be leased by the Property **OWNER** for a lease term of less than six (6) months, and only one primary family per Dwelling Unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

8. **POOLS:** No above-ground pools shall be erected, constructed or installed on any Lot except that above ground spas or Jacuzzis may be permitted, subject to **ARCHITECTURAL CONTROL COMMITTEE** approval.

9. **MAILBOXES:** No mailboxes may be erected or maintained on Property except mailboxes approved by the **ARCHITECTURAL CONTROL COMMITTEE**. The **ARCHITECTURAL CONTROL**

COMMITTEE reserves the right to designate the location and design of all mailboxes.

10. **FENCE:** All fences shall be decorative style and shall not extend beyond the front line of the house and shall be subject to approval by the **ARCHITECTURAL CONTROL COMMITTEE**. Chain link or any other wire fences shall not be permitted.

11. **ROOF PITCH:** Unless otherwise approved by the **ARCHITECTURAL CONTROL COMMITTEE**, all roofs shall have a minimum of 8/12 pitch. Roofs shall be asphalt Architectural 30 year shingles and also shall be subject to **ARCHITECTURAL CONTROL COMMITTEE** approval.

12. **OUTSIDE LIGHTING:** Any outside lights will be attached to the dwelling or may be installed on decorative poles, not to exceed ten (10) feet in height. No utility poles may be erected for installation of outside lighting or for any other purpose. The design and location of all exterior lighting fixtures shall be subject to the approval of the **ARCHITECTURAL CONTROL COMMITTEE**. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Dwelling Unit shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner.

13. **ANIMALS:** No livestock, poultry, swine or animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. All animals shall be kept in a fenced area.

14. **OUTSIDE STORAGE BUILDINGS:** All outside storage buildings will be kept similar in design with the main dwelling, not to exceed one (1) story and have compatible exterior design and appearance as the main dwelling and must be located in rear of Lot, subject to **ARCHITECTURAL CONTROL COMMITTEE** approval.

15. **NUISANCES:** No noxious or offensive trade or activity shall be conducted on any Lot nor shall any activity be permitted which is or may

become a nuisance or annoyance to the neighborhood. No business will be conducted on any premises.

16. **LANDSCAPE:** After completion of a house on a Lot, the debris remaining shall be promptly removed and the landscape returned to an aesthetically pleasing state. Any air conditioning compressors, garbage receptacles, or other unsightly structures shall either be enclosed or screened from view by planting a mass of shrubbery. Front yards have to be sodded, rear and side yards may be sprigged except that side yards with street frontage shall be sodded, subject to **ARCHITECTURAL CONTROL COMMITTEE** approval.

17. **WALL AND WINDOW AIR CONDITIONING UNITS:** Wall and window air conditioning units shall not be permitted.

18. **SIGNS:** The **DEVELOPER** reserves the right to restrict the size, color, content, location, number and method of display of each approved sign.

19. **UTILITIES:** All Lot **OWNERS** agree to connect utility service lines (including water, sewer, and electricity) at points designated by the **ARCHITECTURAL CONTROL COMMITTEE**. All utilities from the right of way of residences shall be underground. No septic tank system shall be allowed on the Property. Lot owners may have a shallow private water well for non-household purposes.

20. **PIPES:** To the extent of the interest of the **OWNERS** of a Lot, no water pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground on any Lot.

21. **CLOTHESLINES:** No outside clotheslines or other apparatus for drying shall be permitted unless screened from view with shrubbery or approved fencing, subject to **ARCHITECTURAL CONTROL COMMITTEE** approval.

22. **FIREARMS:** No hunting by any means or discharge of any firearms of any type shall be allowed on the Property.

23. **RUBBISH:** No Lot or any part thereof may be used as a dumping ground for rubbish, trash, machinery, equipment or parts thereof. All automobiles must be in running order and legally licensed. Trash and garbage shall not be kept on said property except in sanitary containers. The **OWNER** of any Lot located in this subdivision shall have the duty and responsibility for keeping the premises, improvements and appurtenances and landscaping in a well-maintained, safe, clean and attractive condition at all times. If not maintained properly **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION** may, at its discretion, cut the grass and in turn bill the owner of the Lot.

No waste, refuse or litter shall be permitted to remain on any Lot within the Property. Outside toilets will be permitted for temporary use only during construction of the residence and only with a written permit issued by the appropriate authorities.

24. **CONSTRUCTION:** Dwelling Units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the Property **OWNER** shall require the contractor to maintain the Lot in a clean and uncluttered condition. Upon completion the **OWNER** shall require the contractor to immediately remove all equipment, tools, construction material and other debris from the Lot. Any damage to roadways, paths, sidewalks, common properties or any other Property owned by any person or entity caused by the Property **OWNER'S** contractor or other parties providing labor or by the Property **OWNER** shall be immediately repaired at said Property **OWNER'S** expense.

Each outbuilding, fence, sidewalk, walkway, driveway, or other above ground structure approved by the **ARCHITECTURAL CONTROL COMMITTEE** shall be completed within ninety (90) days after initial construction of such structure has begun. The **ARCHITECTURAL CONTROL COMMITTEE** reserves the right to extend this deadline on a case by case basis, only when unforeseen circumstances or undue hardship exist.

25. **DRIVEWAYS:** Each purchaser of a Lot from the **DEVELOPER** shall be responsible for building, at said **OWNER's** sole expense, a concrete driveway. Each driveway must be completed on or

prior to the completion of the dwelling. All driveways must connect with the adjoining road and the parking area of the Lot. The location, design and construction of all drives must be approved in writing by the **ARCHITECTURAL CONTROL COMMITTEE** prior to construction.

26. **REPAIRS AND HAZARDS:** Any building or other improvement on any Lot attached thereto, that is destroyed partially or totally by fire, storm or any other means, shall be repaired or demolished within a reasonable period of time, not to exceed six (6) months, and the land on which it was located restored to an orderly and attractive condition.

27. **ANTENNAS:** No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision with the exception of a Satellite Dish, not to exceed 18" in diameter.

28. **SET-BACKS:** No residential structure construction shall commence until plans and/or setback lines are approved by the **ARCHITECTURAL CONTROL COMMITTEE**.

29. **EASEMENTS:** All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions and all Lots in the Subdivision shall be subject to such easements. The undersigned owner of the Subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, sewer, telephone and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and roads and easements as shown on recorded plat of the Subdivision, and to construct, install, operate, maintain, repair, and replace decorative or screening improvements in, on, over and under the property including within the area designated as fences, drainage retention pond, and/or utility easements, if any, with all right easements across adjoining property and the undersigned reserves generally with others for the doing of any and all such things and the right to grant unto others such easements, rights, and privileges as the undersigned may deem appropriate or convenient in connection therewith.

30. **PARKING:** Parking on the paved portion of any common area or roadways not identified as parking areas within the Subdivision shall be prohibited at all times.

The use of parking areas, if any, within the common areas and roads located within the Property, shall be subject to the terms and conditions with regard to such use.

Each purchaser of a Lot is hereby granted a privilege to use any common recreational area(s) and shall be subject to and at all times governed by the **ASSOCIATION** rules as the same are in effect from time to time.

31. **OFF ROAD RECREATIONAL VEHICLES:** Under no circumstances may any all-terrain vehicle, three-wheeler, four-wheeler, dirt bike or any other off-road vehicle of any nature be permitted within the Common Area. The provisions of this paragraph may be waived, altered or amended by the **ASSOCIATION**.

32. **VIOLATIONS:** In the event of a violation or breach of any of the restrictions, covenants or provisions of these **RESTRICTIVE COVENANTS** or any amendments hereto by any Lot **OWNER** or employee, agent or lessee of such **OWNER**, the **OWNERS** of Lots, the **DEVELOPER**, the **ARCHITECTURAL CONTROL COMMITTEE**, their successors and assigns or any party, who benefits from these covenants and restrictions shall have the right to one or more of the following remedies:

a. to proceed at law or in equity to compel compliance with the terms and conditions hereof and if successful, to be allowed to recover all costs expended, including a reasonable attorney's fee;

b. to prevent the violation or breach of said restrictions by self help or abatement of violation, with the expenses and charges therefore taxable against the violating Lot **OWNER**, for which a lien may be placed on the Lot by the **COMMITTEE** until reimbursement by the violating Lot **OWNER** of such expenses, interest, attorney's fees and costs;

c. to impose a fine, together with interest, attorney's fees, and costs against such violating Lot **OWNER** as may be established by the majority of the Lot **OWNERS** which shall be a lien upon the Lot owned by the violating Lot **OWNER** evidenced by the filing of a claim of lien in the Office of the Judge of Probate;

d. to sue and recover damages or other amounts due including, but not limited to, a reasonable attorney's fee; or

e. to take all such courses of action at the same time or such other remedy they may deem appropriate.

No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of a different violation.

33. **INCREMENTAL AMENDMENT TO ADDITIONAL PHASES:** The **DEVELOPER** has recorded **THE LAKE RAYNAGUA ESTATES**, a Subdivision, on Slide 2313-F in the office of the Judge of Probate, Baldwin County, Alabama. The **DEVELOPER**, at its sole discretion, shall have the unilateral right, privilege and option to bring additional land under the operation and effect of these **RESTRICTIVE COVENANTS** by the filing of an Incremental Amendment to these **RESTRICTIVE COVENANTS** to such additional property.

34. **NON WAIVER:** The failure of the **DEVELOPER**, the **ASSOCIATION** or any Lot **OWNER** or their respective legal representative, heirs, successors or assigns, to enforce any covenant, easement, condition, charge or restriction contained in these **RESTRICTIVE COVENANTS** shall in no event be considered a waiver of the right to do so thereafter.

35. **SEVERABILITY:** Invalidation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violations.

36. **SINGULAR/PLURAL:** Wherever and whenever applicable, the S form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or neuter.

37. **RETENTION POND(S):** The retention pond(s) constructed and shown on the recorded plat and any additions thereto and all appurtenances thereto, including any fencing shall be owned and maintained by **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION**.

The provisions of these restrictions, in any manner concerning provision, effectuation, and other enforcement of storm water retention pond requirements including, with limitation, those contained in the succeeding paragraphs, wherein, **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION** is charged with the duty of maintaining the retention pond(s) for storm water drainage, shall not be amended, modified, changed or annulled, but shall remain perpetual.

38. **LAKE RAYNAGUA RESTRICTIONS:** A part of the common areas for **LAKE RAYNAGUA ESTATES** consists of a portion of the land in a manmade lake known as **LAKE RAYNAGUA**, as shown on the recorded plat of **LAKE RAYNAGUA ESTATES**, which is subject to the general rules and regulations of the **ASSOCIATION**. In addition to the general rules and regulations, use and enjoyment of the Lake is subject to the following specific regulations: (1) the Lake shall not be used for any commercial purposes except by the **DEVELOPER**; (2) the waters in the Lake shall not be used by any Lot owner for irrigation or any similar purpose; (3) the Lake may be used only in the manner proscribed by the **ASSOCIATION**; (4) no motorized watercraft or other motorized vehicle of any type shall be allowed on the Lake, except electric trolling motors are allowed; (5) no boats or other types of water craft which exceed 14 feet in length will be allowed on the Lake; (6) the use of the Lake by a Lot owner, his invitees, guests and family shall be at their own risk and ordinances of any governmental agency having jurisdiction thereof; (7) each Lot owner whose Lot abuts the Lake shall only be allowed to construct one boat dock, which must be approved by the **ARCHITECTURAL CONTROL COMMITTEE** and no additional pilings shall be placed in the water or on the Lots; (8) no Lot owner shall be allowed to place a bulkhead on his Lot,

nor construct a boathouse or similar structure in or on the water of the Lake or adjacent thereto; and (9) any residential structure or outbuilding (including boardwalks) shall be set back a minimum of 75 feet from the water's edge.

The use and enjoyment of **LAKE RAYNAGUA** is also subject to the following restrictions which are recorded in the Office of the Judge of Probate, Baldwin County, Alabama, in Miscellaneous Book 0093 , Page 1349 , et seq., to-wit:

- (a) All Property Owners with shoreline ownership to Lake Raynagua will have full and unrestricted access to the waters of Lake Raynagua. The shoreline of Lake Raynagua is the exclusive property of the Owner and nothing contained in these restrictions purports to convey any rights of access to the shoreline.
- (b) Each Owner specifically agrees to indemnify Lake Raynagua Estates Homeowners' Association, Inc. for any judgment which may be entered against the Homeowners' Association and/or to indemnify or reimburse the homeowners association for any payments made to satisfy the judgment and/or any claim made against the Homeowners' Association for any injury to any one of their guests or invitees.
- (c) No Owner is allowed to sell passes or permits to fish in or use the Lake unless specifically authorized to do so by The Lake Raynagua Estates Homeowners' Association, Inc.
- (d) No boat with a gasoline engine shall operate or be attached to any boat while on the Lake beginning April 16, 1998.
- (e) No chemicals, acids or other toxic or contaminated substances may be placed, buried or dumped on the property so as to allow these substances to run or drain into the waters of the Lake. All septic and sewer systems must be maintained so that no waste shall drain into the lake.

(f) No automobile racing, drag racing or other type of motorized vehicle racing shall be held on the property.

(g) No commercial junk or salvage yard shall be established on the property.

(h) Any future development with access to Lake Raynagua must meet all city, county and state subdivision codes, restrictions and regulations.

(i) No Owner shall alter the shoreline of Lake Raynagua without the consent of The Lake Raynagua Estates Homeowner's Association, Inc.

(j) No owner with shoreline ownership to Lake Raynagua except The Lake Raynagua Estates Homeowners' Association, Inc. shall have more than five (5) guests using the waters of Lake Raynagua at any one time. This restriction will be waived for special events (i.e., birthdays, weddings, etc.) if the Lake Raynagua Estates Homeowner's Association, Inc. is notified and consents to the waiver.

(k) All owners shall equally share the expenses for the maintenance of the dam, spillway and waters of Lake Raynagua. All property owners with shoreline access will be notified of maintenance plans that have monetary value and of any expenditures for which reimbursement would be required.

(l) These restrictions (with the exception of (k)) may be altered or amended at a meeting of the property owners, if it is agreed to by a three-fourths ($\frac{3}{4}$) majority vote of the owners of property around Lake Raynagua. The property owners with access to Lake Raynagua shall hold at least one meeting per year. The failure to hold this annual meeting will not result in a voiding of these restrictions. Any owner may call a special meeting of all the owners at any reasonable time so long as all owners are notified of the date, time and place of the meeting.

In the event the water level of the Lake should decline and not reach the Lot line of a waterfront Lot, then said Lot is hereby declared to have an exclusive easement over the portion of the common area which lies between his Lot and the water's edge for the purpose of gaining access to the Lake.

39. **AMENDMENT OR MODIFICATIONS OF RESTRICTIONS:** Subject to the provisions of any or all of the restrictions herein, these **RESTRICTIVE COVENANTS** may be annulled, amended, modified, changed or cancelled at any time by an instrument executed by the record **OWNERS** of at least 70% of the lots in the Subdivision, provided that the **DEVELOPER**, its successors and assigned, must approve such amendments, modifications or annulments so long as such **DEVELOPER** shall own any lots in said Subdivision or the adjacent lands under its control.

Except for such covenants that relate whether explicitly or implicitly to the retention pond(s) and/or retention area, including, without limitations, herein, for which the **DEVELOPER** shall not have the right to amend, modify, change, cancel or annul the same, the **DEVELOPER** herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul those covenants, limitations and restrictions in whole, or in part, at any time during the pendency or term of same as existing, or as may be amended, modified, changed, canceled or annulled in accordance with the foregoing exception. Such action on the part of the **DEVELOPER** is to be evidenced by an instrument recorded in the office of the Judge of Probate of Baldwin County, Alabama.

It is expressly reserved and stipulated herein that such action as may be taken by **DEVELOPER** in accordance as may be changed or amended, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

No Amendments to this restrictive covenants shall remove the responsibility of **THE LAKE RAYNAGUA ESTATES HOMEOWNERS' ASSOCIATION** as herein described and/or the members thereof, to maintain and repair the pond(s) and/or retention area(s) as shown on the recorded plat of the property, and any such attempted amendment shall be void.

39. **TERMS:** The foregoing restrictions 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 acquisitions of title or other interest, accept and agree 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 effective until JANUARY 1, 2024. After which time said restrictions shall automatically be extended for a successive period of Ten (10) years unless an instrument signed by a majority of the **OWNERS** of the Lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned as **DEVELOPER** of the Property has caused this **RESTRICTIVE COVENANTS** to be executed under seal, by its duly authorized office, whose name is set out below, this 4th day of January, 2007.

LAKE RAYNAGUA ESTATES, INC.

An Alabama Corporation

By: George H. Shipp (Seal)
Its: President

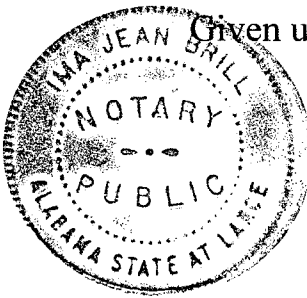
THIS IS THE SIGNATURE PAGE OF THE RESTRICTIVE COVENANTS
FOR LAKE RAYNAGUA ESTATES, A SUBDIVISION.

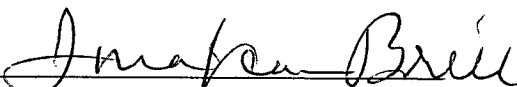
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that GEORGE H. SKIPPER, whose name as President of LAKE RAYNAGUA ESTATES, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal on this 4th day of January, 2007.




NOTARY PUBLIC

