

STATE OF ALABAMA :

COUNTY OF BALDWIN :



DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
COTTAGES AT DUNES PARK, A SUBDIVISION

WHEREAS, KO Investments, LLC, a Limited Liability Company, (hereinafter referred to as the "Developer"), is the owner of certain real property located in Baldwin County, Alabama, particularly described on Exhibit "A" attached hereto (hereinafter referred to as "Subject Property"); and

WHEREAS, Developer is in the process of causing the Subject Property to be subdivided into a subdivision to be known as "Cottages at Dunes Park", (hereinafter referred to as "Dunes Park"), which shall include the Subject Property; and

WHEREAS, the Developer, for itself, its successors and assigns, desires to and hereby does restrict the use of the Subject Property in the manner hereinafter set forth, for the purpose of preserving its character and value.

NOW THEREFORE, the Developer, for itself, its successors and assigns, does hereby declare that all of the Subject Property shall be held, sold and conveyed, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Subject Property and be binding on all the parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors, assigns, and personal representatives, and shall inure to the benefit of each owner of any of the lands described therein as follows:

1. Usage. The Subject Property shall be used only for free standing, single family residences. There shall be only one such residence per Lot. No trade or business use will be permitted off or on the Lots therein. Provided however that renting of said residences shall not be considered "trade or business".
2. Aesthetics. It is the intent of the Developer to provide a standard of architectural style which will insure that each residence placed on the Subject Property will be of such architectural style which will insure that all homes will be compatible with its neighbors and with the design theme in the area.

In order to preserve the natural beauty of the Subject Property and the adjacent property, to maintain such property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Subject Property; all buildings shall be constructed, altered and maintained such that it is the same as or substantially the same as the plans for the dwelling constructed at the time of the initial purchase from the Developer. The plans attached hereto as Exhibit "B" are intended to be a general guide only. The dwellings were constructed generally in accordance with the plans however there were modifications on some dwellings to interior floor plans and the exterior including, but not limited to the number of windows and the location of said windows.

3. Residential Building Design Criteria. All Lots shall be governed by and all structures shall be constructed, altered and maintained in accord with the criteria listed below.
 - a. Exterior Materials: The exterior siding materials shall be constructed of fiber cement siding such as hardi board.
 - b. Driveways to be gravel or other pervious materials.

- c. Columns, beams, crossbracing, and pilings to be painted the same as the trim color. All dwellings to be underpinned.
- d. Exterior Doors: Shall be constructed of fiberglass.
- e. Window Material: Windows shall be vinyl. Types - casement, awning, fixed glass, single hung or double hung are all acceptable.
- f. Screens: Screens shall be gray fiberglass.
- g. Roof Materials: All roofs on all improvements to be metal. Galvalume (26 gauge minimum) mill finish, classic rib. Roof material to be a single (un-spliced) sheet for any run of slope. Any exposed fasteners must be aligned in a uniform pattern. Composition (asphalt or fiberglass) shingles will not be permitted.
- h. Exterior Finishes: Exterior colors will be Snowbound #SW7004 or similar.
- i. Unsightly objects must be placed or stored in order to conceal them from view from the road or adjacent properties. No window air conditioning units may be installed or used on any Lots. No clothes lines will be permitted.
- j. Parking: Each Lot shall contain one (1) private dedicated parking space for each bedroom contained in any dwelling constructed on any Lot. No attached or detached garages shall be permitted.
- k. Exterior Lighting: All exterior lighting of dwellings or landscape shall be in character in keeping with the general subdivision. Yard lighting shall be directed downward and away from a neighbor's yard.
- l. Other Structures: No mobile home, trailer, tent, shack or barn shall be moved onto any Lot as permanent or temporary. No recreational vehicle or boat shall be allowed on a Lot for longer than a 3-day period, unless stored under the dwelling structure.
- m. No mailboxes or lamp posts will be constructed on Lots.
- n. No above ground facilities, including poles or wires for the transmission of electricity, television or telephone shall be placed or maintained on any Lot. Only one (1) satellite dish for television and/or internet service shall be allowed for any single lot.
- o. All utilities to the residence shall be underground.
- p. Signs: The Association may have a single road frontage sign with each owner's identification, at Association's discretion. An Owner may identify his or her Lot with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be placed except a sign of not more than five (5) square feet to advertise a home for sale or rent or as approved by the Association. This restriction shall not apply to the Developer until after all Lots are sold.
- q. Garbage and Refuse: No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any Lot within the Subject Property, except building materials during the course of construction. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups. Container must be stored under the dwelling except on pick-up days.

- r. Nuisance: No obnoxious, offensive or illegal activity shall be carried on upon any Lot within the Subject Property nor shall anything be done on any Lot within the Subject Property which may become an annoyance or nuisance to other Lot Owners.
 - s. Repairs and Hazards: Any building or other improvement on any Lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land on which it was located restored to an orderly and attractive condition.
 - t. Roof pitch above the main body shall be 6in12. Mono pitches shall not be permitted unless abutting vertical walls.
 - u. No mansard roofs will be permitted. All stack pipes, exhaust fans and other roof projections shall be located on the roofs in such a manner as to be as unobtrusive as possible.
4. Building Construction in General. All construction on the Lot shall be accomplished in strict accordance with the following:
- a. All construction on the Lot shall be in strict accordance with the provisions of that version of the Standard Building Code which is in force and effect for the type of construction proposed at the time of such construction in the local governmental entity having jurisdiction over the Subject Property at the time of the issuance of the building permit for such construction.
 - b. Construction of dwellings, porches, decks, verandas and balconies shall be contained within the "building setback lines" as shown on the plat of Cottages at Dunes Park, as recorded on Slide # 2835-F and Instrument # 2000856, in the Office of the Judge of Probate, Baldwin County, Alabama.
 - c. No red clay or similar material shall be brought within the subdivision and used for any construction purpose. Any and all fill material used for construction purpose shall be sand which is similar to that already existing on the site both in coloration and grain size. All such fill material shall be free of construction debris, rocks or other foreign matter.
5. Miscellaneous.
- a. Violation of these restrictive covenants shall not create a reversion or a forfeiture of estate, but they may be enforced in law or equity by any person or entity owning a Lot or interest in any Lot.
 - b. These restrictive covenants shall run with the Lot and shall be binding upon any persons acquiring an interest therein.
 - c. These restrictive covenants may be amended, altered or annulled at any time by the written consent of the Owners of at least sixty percent (60%) interest in the residential subdivision Lots to which they apply. Such consent shall be in the form necessary for recordation in the Probate Office of Baldwin County, Alabama, and shall be effective upon recordation of the same in that office.
 - d. Should any provision, clause, restriction, limitation or condition of these restrictive covenants be declared to be unenforceable, against public policy, illegal or inconsistent with or contrary to the Constitution or Laws of the United States, or the Constitution or laws of the State of Alabama, by any court of competent jurisdiction or by a legislative declaration by the United States Congress or the legislature of the State of Alabama, the

other provisions, clauses, restrictions, limitations and conditions shall in no way be affected, altered or invalidated.

- e. No dwelling structure or other portion of the Lot shall be used for or subject to any type of vacation time-sharing plan, as defined by Title 34-27-50, et seq., Code of Alabama (1975), as amended, or any similar "plan".
- f. The Developer specifically reserves the right to amend this Declaration on its own motion from time to time until all Lots are conveyed, so long as such amendment(s) does not materially affect Lot or Lots subject hereto which is no longer owned by the Developer.
- g. This Declaration shall be enforceable by the Developer, the Association or any Lot Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; a failure by any party to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.
- h. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the Lot.

10. Creation of Property Owners Association.

a. Definitions:

- (i) "Association" shall mean and refer to Cottages at Dunes Park Property Owners Association, Inc., its successors and assigns.
- (ii) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Subject Property, but excluding those having such interest merely as security for the performance of an obligation.
- (iii) "Subject Property" shall mean and refer to that certain real property described in Exhibit "A".
- (iv) "Common Area" shall mean all real property (including the improvements) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association are defined as all the property shown on the plat of Cottages at Dunes Park, as recorded on Slide # 28, 35-6 in the Office of the Judge of Probate, Baldwin County, Alabama with the exception of the Lots.
- (v) "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of Cottages at Dunes Park, labeled A, B, C, D, E, F, G, H, I or J on said map.
- (vi) "Developer" shall mean and refer to KO Investments, LLC, a Limited Liability Company.
- (vii) "Declarant" shall mean and refer to KO Investments, LLC.
- (viii) "Member" shall mean and refer to those persons entitled to membership as herein provided.

(b) Property Rights.

- (i) Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
 - b. The right of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association.
- (ii) Any Owner may delegate the right of enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on the Subject Property.

(c) Membership and Voting Rights.

- (i) Every Owner of a Lot that is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.
- (ii) The Association shall be two classes of voting membership:
 - a. Class A Members shall be all Owners 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 amongst themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.
 - b. The Class B Member(s) shall be the Developer and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership:
 - i. When the total votes outstanding in the Class A membership becomes equal to or greater than the total votes outstanding in the Class B membership; or
 - ii. On April 1, 2023.

(d) Covenant for Maintenance Assessments.

- (i) The Developer, for each Lot owned within the Subject Property, hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: annual assessments or charges and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual (which may be paid monthly) 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 each such assessment is made. 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 successors in title unless expressly assumed by them. Anything to the contrary notwithstanding, the Developer shall not pay annual assessments so long as the Developer is a Class B Member.

- (ii) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and for the improvement and maintenance of the Common Area.
- (iii) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any insurance policy naming the Association as the insured, or the construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.
- (iv) Except as may be otherwise provided in the Declaration or other governing documents of this Association, this Association shall have, that there is declared, a lien on every lot for unpaid assessments levied against that lot arising on and from the date the assessment is due as fixed and determined by the Board of Directors at an annual meeting after giving notice as provided in Chapter 3 of Title 10A, Code of Alabama, 1975. The lien may be enforced or foreclosed as provided in this Declaration or governing documents or as provided in this Paragraph (iv). Written notice of the assessment and lien shall be given to the Owner of any Lot on which the assessment and lien is claimed by personal delivery or first class United States mail, postage prepaid.
- (v) A lien declared by this section shall be priority, except as may be otherwise provided in Chapters 4 and 11 of Title 35, over all other subsequent liens and encumbrances except state and county ad valorem taxes, municipal improvement assessments, UCC fixture filings, mortgages and deeds of trust securing an indebtedness.
- (vi) The Association, within twelve (12) months from the date any assessment becomes due, shall record a statement of lien verified by an officer or director of the Association having personal knowledge of the facts in the Office of the Judge of Probate of the county in which a Lot subject to the assessment is located, which shall contain all of the following:
 - a. A description of the Lot on which the lien is claimed.
 - b. The name of the Association claiming the lien.
 - c. The name of the Owner or Owners of the Lot on which the lien is claimed.
 - d. The amount of any unpaid assessments together with the date of the assessment.
 - e. The amount of any other interests and costs claimed by the Association.

- (vii) At least thirty (30) days prior to recording a statement of lien, the Association shall give written notice by certified mail to the Owner of the Lot or other person obligated for the lien, as shown on the books and records of the Association, that the statement will be recorded in the Office of the Judge of Probate.
- (viii) An Association may bring an action in a court having jurisdiction to enforce a lien declared in this section in the county where the Lot is located by filing a verified complaint, attaching a copy of the statement of the lien, alleging those facts showing it is entitled to a lien for the claimed unpaid assessments in accordance with the Alabama Rules of Civil Procedure. The court in which the action is pending may enforce the lien by a sale of the property after the giving of notice. Notice of a sale shall be given in the county where the Lot is located. Notice of all sales under this subsection shall be given by publication once a week for three successive weeks in a newspaper published in the county or counties in which the Lot is located. The notice of sale must give the time, place, and terms of the sale, together with the description of the Lot.
- (ix) Written notice of any meeting of the membership of the Association shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (x) Both annual and special assessments must be fixed at a uniform rate for all Lots.
- (xi) The annual assessments provided for herein shall commence on the day of the conveyance of the Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- (xii) Any assessment not paid within ten (10) days after the due date shall be accompanied by a late fee of Fifty Dollars (\$50.00) and shall bear interest from the due date at the rate of the highest legal rate permitted under law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in accordance with the laws of the State of Alabama. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of the Lot.
- (xiii) The lien of the assessments 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 assessment as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

- (xiv) Upon each conveyance a payment shall be made to the Association for a working capital/transfer fee. The initial working capital/transfer fee due shall be \$325.00. Such fee may be changed by the Association for future conveyances.

11. Association Records.

- (a) A Homeowners' Association subject to this chapter shall maintain records and information to be made available to each Member or potential purchaser, upon written request, within a reasonable time not to exceed thirty (30) days from the date of the request, and upon the payment of reasonable associated costs. The Association may provide the records and information in paper or electronic form or direct the Member or potential purchaser to the location of any public record containing the records or information.
- (b) Upon written request by a Member or potential purchaser and upon payment of reasonable costs, the Association, as specified in subsection (a), shall provide or direct the Member or potential purchaser to the location of the public record containing the following:
 - (i) Documents reflecting the most recent assessments, any pending Homeowners' Association assessments approved by the Board but not yet in effect, or any mandatory dues and charges with the amounts, including dates due and payable.
 - (ii) Common Areas owned by the Association and those Common Areas not owned by the Association but which Homeowners' Association dues go to pay.
 - (iii) A copy of the current operating budget and reserve funds, if any, and a statement of financial condition for the last fiscal year.
 - (iv) Documents evidencing any insurance coverage provided for all Lot Owners by the Association, including any fidelity bond.
 - (v) Documents evidencing any loans against the Association and any collateral provided by the Association for the loans.
 - (vi) The official name of the Association with current contact information of the current officers and agent, if any.
 - (vii) A copy of the current Covenants, Conditions and Restrictions adopted by the Association along with any amendments, modifications, restatement, or supplemental and current architectural control regulations.
 - (viii) Any Association initiation or transfer fees which may be due at the time of the real estate closing.
 - (ix) A list of all Common Areas.
 - (x) The case number or other identifying information of any pending lawsuits, judgments, liens, arbitration, or any other dispute resolution process to which the Association is a party and contained in a public record.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal on this the 23rd day of May, 2022

DEVELOPER:

KO INVESTMENTS, LLC,
A Limited Liability Company

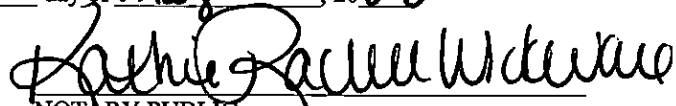
By: 
JAMES R. OWEN, JR.
Its: Member

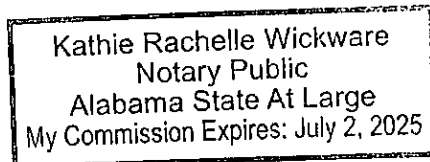
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES R. OWEN, JR., whose name as Member of KO INVESTMENT,S LLC, a Limited Liability Company, 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, in his capacity as such Member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and seal this the 23 day of May, 2022


NOTARY PUBLIC
My Commission Expires: 7/2/25



THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 19.8299

EXHIBIT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lots A, B, C, D, E, F, G, H, I and J, Cottages at Dunes Park, according to map or plat thereof recorded in the Office of the Judge of Probate, Baldwin County, Alabama, on Slide _____.

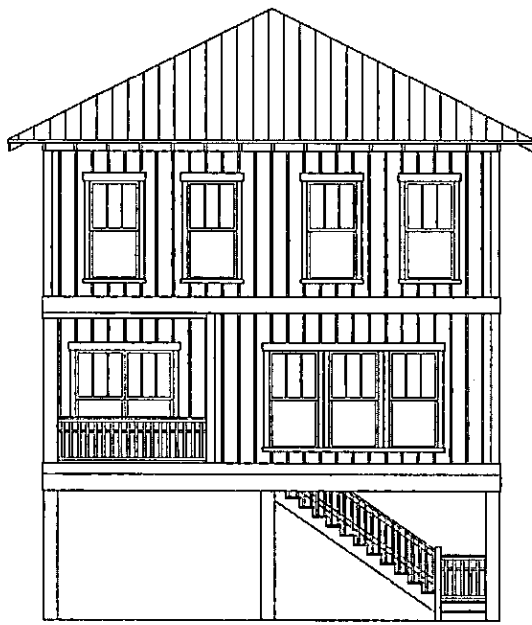
Formerly described as:

Lot 1, Block 1, Unit 5, Gulf Shores, Alabama, as per plat thereof recorded in Map Book 3, page 121, in the Office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT "B"
PLANS FOR
COTTAGES AT DUNES PARK

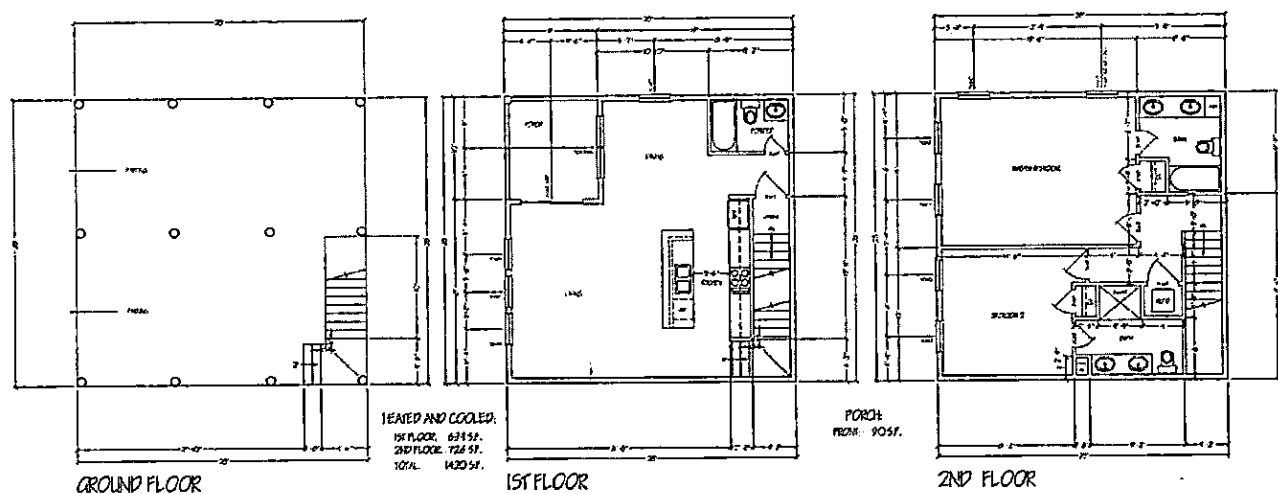
See attached pages 1-three 4

Cottages at Dunes Park 2 Bedroom Elevation



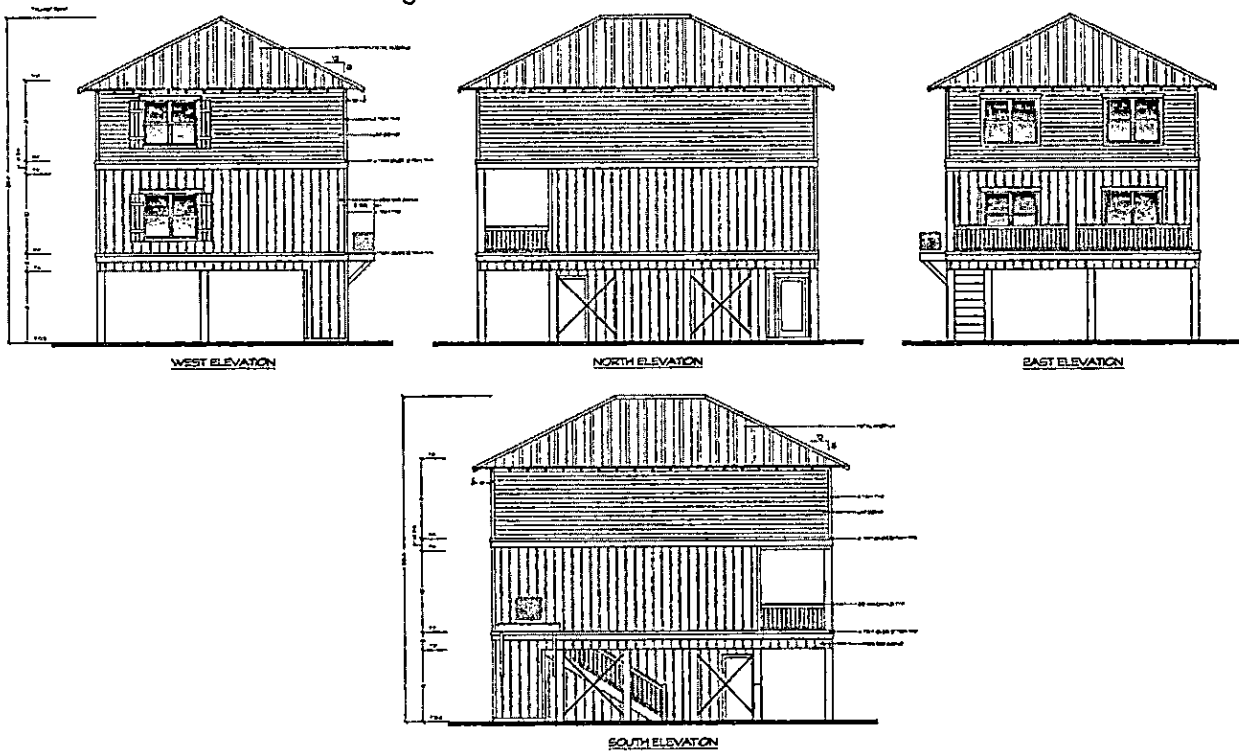
EAST ELEVATION

Page 1



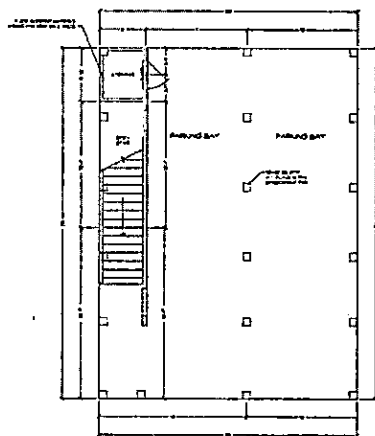
Page 2

Cottages at Dunes Park 3 Bedroom Elevation

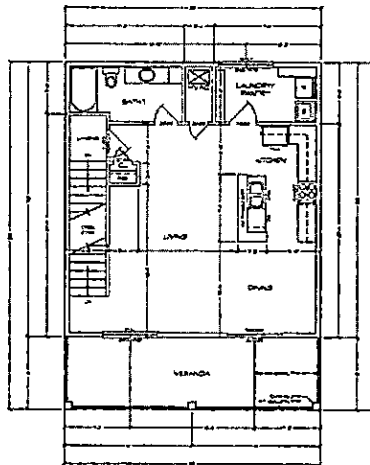


Page 3

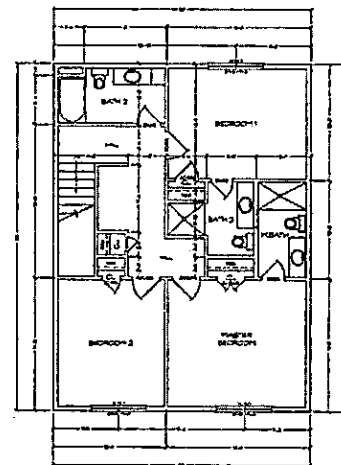
Cottages at Dunes Park 3 Bedroom Floor Plan



GROUND FLOOR PLAN
29'5" x 41'



1ST FLOOR PLAN
30'5" x 41'



2ND FLOOR PLAN
30'5" x 41'

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