

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND

EASEMENTS FOR LAKELAND, PHASE 10, UNITS 1 & 2

KNOW ALL MEN BY THESE PRESENTS; that LAKELAND PROPERTY OWNER'S ASSOCIATION, INC, an Alabama Non-profit Corporation, hereinafter called the Association is the responsible organization for overseeing a parcel of real property known as LAKELAND SUBDIVISION, PHASE 10, UNIT 1 and Phase 10, Unit 2, by plat recorded on Slide 2242-C and 2090-F, in the office of the Judge of Probate Of Baldwin Count, Alabama, and

WHEREAS, the said Association, is desirous of restricting the use, occupancy and improvements of all lots of the Subdivision 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 the Subdivision.

NOW, THEREFORE, the Association hereby declares that all 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 Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Lakeland Property Owner's Association, Inc., an Alabama not-for-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned or leased by the Association for the common use and enjoyment of the Owners.

Section 3. "Lot" shall mean and refer to each of the platted lots shown

on a Plat of the Property.

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 in said Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Plat" shall mean and refer to one or more of the recorded Plats of the Property.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. The Association shall consist of all Owners of Lots in the Subdivision. Every Owner of a Lot in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. VOTING RIGHTS. Members 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 determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. No residential structure, fence, wall, detached storage or maintenance shed, driveway or other structure or improvement of any nature whatsoever shall be commenced, erected, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications, and plot plans showing the location, nature, kind, shape, height, materials, color and other specifications have been approved in writing as to the quality of workmanship and materials, harmony of the exterior design with the requirement of this Declaration and with existing structures and location with respect to topography and finish grade by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board or Architectural Review Representative fails to approve or disapprove any complete set of plans within sixty (60) days after

submission thereof in writing in accordance with this article, such approval will not be required and this article will be deemed to have been fully complied with.

Section 2. The Architectural Control Board shall consist of at least three (3) members who are resident property owners. If any of the members of the Architectural Control Board shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Control Board. Neither the Architectural Control Board nor the Architectural Review Representative, if any, shall receive, any compensation for services rendered and performed hereunder; provided, however, that the Architectural Control Board shall have the right to charge a modest fee for review of plans submitted in accordance with this article, such fee reasonably calculated to reimburse the Architectural Control Board only for its actual out-of-pocket expenses (including employment of any professional advisors).

Section 3. Additions To Lakeland Subdivision - Any proposed addition to Lakeland Subdivision on Hwy 59 shall be approved in writing by the Baldwin County Planning & Zoning Department and The Town of Loxley Planning Commission and shall meet their minimum Subdivision Requirements. A copy of any proposed plans for additional lots to the Subdivision shall be submitted by the developer to LPOA, P.O. Box 408, Loxley, Alabama 36551 at the time of submission to the City and County for review and approval. The LPOA Architectural Control Board shall review the submittal and deliver their comments to the Loxley Planning Commission. The Planning Commission shall have the right to accept or reject comments from the Architectural Control Board. Any additional Phases to the Subdivision shall be provided with the same features and amenities as the original Phase 10, Unit 1 & 2. The design of the new addition shall include concrete sidewalks and street lighting. The street lighting of the addition shall match existing Phase 10, Unit 1 & 2 light poles, fixtures and illumination levels. Spacing shall be equal to that in Phase 10, Unit 1 & Unit 2.

Section 4. New Home Construction -All homes shall be single family, one-story structures. New home construction shall be designed for low maintenance and shall meet the following requirements. New construction

shall meet all currently applicable building codes and wind resistance codes. All Exterior walls shall be brick veneer except that gables and dormers may be other materials. Roofing shall be Architectural Wind Resistant Shingles or Standing Seam metal roofing. Fascia shall be vinyl-coated aluminum and soffits shall be ventilated vinyl soffit to match fascia color.

Section 5. Lot Maintenance. Once the utilities, drainage system and street paving is constructed and the lots are ready for sale, the developer shall be responsible for annual assessments as required by the Property Owner's Association. Once the lots are sold from the Developer to the Builder, the responsibility for maintenance and assessments shall become the responsibility of the Builder.

Section 6. Notwithstanding anything herein to the contrary, all existing and future home plans of Adams Homes, L.L.C. (the "Builder") shall be deemed approved by the Architectural Control Board without further action. The provisions of this Section 3 may not be amended or deleted without the prior written consent of the Builder.

Section 7. The interpretation of the meaning, scope, coverage, or application of any provision of this Declaration shall be made by the Architectural Control Board and shall be final and on all Lot Owners.

ARTICLE IV - RESTRICTIONS, COVENANTS AND CONDITIONS

Each Lot within the Subdivision shall be subject to the following restrictions, covenants and conditions:

Section 1. Minimum Square Footage Restrictions. No dwelling of any kind shall be erected, constructed, placed or permitted on any Lot except one single family dwelling not to exceed one story in height, exclusive of basement and attached garage. All dwellings that are on waterfront Lots must have not less than 2,000 square feet of living space. All dwellings not on waterfront Lots must have not less than 1,400 square feet of living space on Lots 60' wide or less (measured at the front Lot line), and not less than 1,600 square feet of living space on lots wider than 60' (measured from front Lot line). Living space shall be exclusive of basements, decks and garages.

Section 2. Building Setback Requirements. The residence on any Lot must face the street Lot or face the major street, in the case of a Lot fronting on more than one street. All buildings shall be set back 30 feet from the front Lot line; 30 feet from the rear Lot line; 20 feet from any side Lot line on a street; and shall be set back from each side Lot line not on a street a distance equal to the greater of 10 feet or 10% of the Lot's width measured at the front building setback line. The setback from the water's edge of Lake Raynagua shall be 75 feet. Waivers of the setback requirements of 5 feet (or more in the case of cul-de-sac and non-rectangular Lots) may be granted in writing by the Architectural Control Board or the Architectural Review Representative. In the event the setbacks herein provided for are less than that indicated upon the Plat of the subdivision, the setbacks reflected on the Plat shall govern. Waivers or variances of setbacks reflected on the Plat must be obtained from the appropriate governmental authority.

Section 3. Exterior Materials. No exposed concrete block or masonite exteriors on any house shall be permitted. The exterior material of the exterior of dwellings must be approved in writing by the Architectural Control Board.

Section 4. Garages. Each single family residence shall have an attached garage. Garages must have space for a minimum of two automobiles.

Section 5. Pools. No above-ground pool shall be erected, constructed or installed on any Lot except that an above-ground spa or Jacuzzi may be permitted, subject to the approval of the Architectural Control Board.

Section 6. Driveway Construction. All driveways shall be constructed of concrete brick pavers, or similar materials and have a minimum width of fifteen (15) feet. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Subdivision.

Section 7. Utility Connections. All house connections for all utilities including, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling in such a manner to be acceptable to the governing utility

authority.

Section 8. Window Air Conditioning Units. Wall and window air conditioning units shall not be permitted.

Section 9. Mail Boxes. All freestanding mail boxes shall be approved in writing and in advance, of construction by the Architectural Control Board or the Architectural Review Representative.

Section 10. Signs. Permanent signs, or any sign related to commercial activities (except for real estate activities) shall be prohibited. Temporary signs for activities such as yard sales, garage sales, etc. and the like will be allowed for up to 4 days. Political signs (or anything relative to the right to freedom of speech) will be limited to 30 days. No sign shall be more than five (5) square feet in area. Any deviation to the above must be approved in writing by the Architectural Control Board.

Section 11. Sewage and Water System. No individual sewage disposal system or septic tank shall be permitted on any Lot. A Lot Owner may provide an individual water supply system from a shallow well on his Lot, provided that said system is solely to supply water for an air conditioning or heating equipment, irrigation purposes, swimming pools or other exterior purposes.

Section 12. Residential Use. Lots may be used only for single family residences, and only one primary family per dwelling unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed. Rental property shall be for single family use. No residence or other structure shall be leased by the Lot Owner for a lease-term of less than six (6) months. Should more than one Lot, as shown on any Plat, be used as a single building site, these restrictions shall apply as though the entire building site were one Lot. No Lot may be divided or subdivided, or its boundary line changed, except with the written permission of the Architectural Control Board.

Section 13. Temporary Structures. No shed, shack, trailer, tent or other temporary or removable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall

not prevent the use of a temporary residence and other building during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

Section 14. Boats And Recreational Vehicles. Under no circumstances shall any all-terrain vehicle, three-wheeler, four-wheeler, dirt bike or any other off road vehicle of any nature be operated within the Common Area or any part of the Subdivision. No Owner shall park any boat, boat trailer, motor home, house trailer, mobile home, camper, watercraft, all-terrain vehicle, recreational vehicle, trailers, commercial van or other commercial vehicle on the street or on any Lot if it is visible from the street. No non-operating or non-functioning vehicle of any kind shall be permitted to park in the yard or in the driveway of any Lot. The provisions of this paragraph may be temporarily waived, altered or amended by the Board of Directors. Temporary parking of boats, recreational vehicles, etc, will be allowed in driveways, not to exceed 3 days, only for the purpose of loading, unloading, or cleaning.

Section 15. Pets. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept, provided that they are duly licensed, if applicable; that they do not constitute an annoyance or nuisance; that they are not kept or bred for any commercial purposes; and further, provided, that such pets are not outside without being leashed, caged or fenced. Also when pets leave droppings on front yards or sidewalks, please be considerate enough to pick them up and dispose of them properly.

Section 16. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Property; nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Subdivision or determined by the Architectural Control Board. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of a Lot, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Property or road right-of-ways.

Section 17. Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Control Board.

Section 18. Landscaping. Landscaping for new construction must be approved by the Architectural Control Board and is to be completed prior to occupancy.

Section 19. Time Limit of Completion. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months.

Section 20. Garbage -Trash Containers. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing must be placed in walled-in-areas or landscaped areas so that they are not visible from adjoining Property or street. Adequate landscaping shall be installed and maintained by the Owner.

Section 21. Fences. All fences shall be decorative style and shall not extend beyond the front line of the house and shall be subject to approval of the Architectural Control Board. Chain link or any other wire fence shall not be permitted.

Section 22. Business Activity. No profession or home industry shall be conducted in or on any part of a Lot or in improvement thereon. The Architectural Control Board, in discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding Property, may permit a Lot or any improvement thereon to be used in a whole or part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Architectural Control Board to be compatible with a high quality residential neighborhood. The foregoing restriction as to residential use, however, shall not be construed in such a manner as to profit 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 these restrictions. This section does not authorize or permit any business activity in violation of the zoning laws of the governing body.

Section 23. Clothes Lines. Outside clothes lines or other items detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots.

Section 24. Drilling, Mining, Etc. No drilling, mining, exploration or the like for oil, gas or other minerals shall be permitted or allowed on or under any Lot in the Subdivision.

Section 25. Greenbelt. Within any Common Area, no trees of greater than four inches in diameter (measured 4 feet from the ground) shall be cut. No dredging, filling, structural improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly or destroy or adversely affect the natural buffer inherently provided by same or be contrary to any applicable environmental rules or regulations pertaining thereto. Furthermore, before any activity shall be undertaken within a Common Area by a Lot Owner, same shall first be approved by the Architectural Control Board, which approval may require either a no-action letter or permit from any environmental or other agencies typically having jurisdiction with respect to such matters.

Section 26. Antennas and Satellite Dish. 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 inches in diameter.

Section 27. Outside Lighting. Any outside lights will be attached to the dwelling or may be installed on decorative poles, not to exceed 10 feet in height. No utility poles may be erected for installation of outside lighting or any other purpose. The design and location of all exterior lighting fixtures may be subject to the approval of the Architectural Control Board. Neither these nor any other illumination devices located any where on the structure or grounds of any Lots shall be located, directed, or in any such intensity, as to affect adversely the enjoyment

of any other adjacent Lot.

Section 28. Outside Storage Buildings. Outside Storage Buildings shall (i) be limited to no more than 250 square feet in area. (ii) be no more 10 feet (from peak of roof to ground) in height. (iii) roof shall be asphalt or fiberglass shingles with boxed in eaves and fascia. Roof shingles shall match those of the main house. (iv) wall construction shall be wood or metal studs with exterior siding. Siding may be wood, vinyl, pre-finished metal, brick or stucco. Exterior siding and trim shall match or be compatible with the main structure and be approved by the Architectural Control Board. (v) Storage buildings shall generally be located in the rear of the lot, except for those lots surrounding the lakes. A sketch of the location of the structure relative to the main house and property lines shall be submitted to the Architectural Control Board for approval. (vi) Storage buildings shall generally be screened from the street and any adjoining Lot by a six (6) foot wooden privacy fence, except where a fence would not screen the building from view, such as on a steeply sloping lot adjoining the lakes. The decision on whether a screening fence is required will be determined by the Architectural Control Board on a case by case basis.

Section 29. Firearms. No hunting by any means or discharge of any firearms of any type shall be allowed within the Subdivision.

Section 30. Vehicle Parking. Vehicles of both residents and their guests shall only be parked in garages, on driveways or on the street facing the direction of traffic for that side of the road. No parking shall be allowed on sidewalks or grassed areas in front of or on the side of any house or lot.

ARTICLE V - ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation Assessments. 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 (a) an annual assessment, and (b) any 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 legal fees,

shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessments becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for: (i) the acquisition, rental, improvement, construction, management, care and maintenance of any Common Area, any Property owned by the Association or any public Property adjacent to or in the same general locality as the Development; (ii) the payment of all ad valorem Property taxes and other assessments imposed upon the Common Areas by any governmental authority; and (iii) the payment of the Association's contribution to the Lake Raynagua Maintenance Association. The Association shall have the obligation to maintain any Common Areas (including without limiting the generality of the foregoing, any and all drainage facilities, structures, holding and retention ponds, and the like, whether denominated as such on the recorded Plat or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Area.

Section 3. Annual Assessments. The Board of Directors of the Association shall fix the annual assessment in such amount as they shall deem necessary or appropriate in their discretion.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of 2/3 of the votes of the Class A and Class B Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of

the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable in equal quarterly installments as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner, provided that failure by the Association to mail such notice shall not relieve any Owner from the obligation to pay such annual assessment. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Baldwin County, and shall commence thereafter as determined by the Association. 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 the due date for such assessment. A properly executed and sealed 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.

Section 6. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action of 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 assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 7. Landscaping And Grounds Maintenance. If after 10 days written notice from the Association, the Owner shall fail to maintain a Lot or the improvements on a Lot in a neat and orderly fashion or otherwise satisfactory to the Board of directors of the Association, then the Architectural Control Board shall have the right through its agents or contractors, to enter upon said Lot and to repair, maintain and restore

the Lot and/or exterior of the building, or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

Section 8. Developer. The Developer shall be excused from the payment of annual and special assessments for so long as the Developer owns any Lot within the Subdivision, or until such time as the Developer elects to be obligated to pay assessments. During the period in which the Developer is excused from payment of assessments hereunder, the Developer shall pay any amount of common expenses not collected from Lot Owners needed to meet the expenses of the Association as those expenses are incurred.

ARTICLE VI - COMMON AREAS

Section 1. Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use in and to the Common Areas 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 any Common Areas and the payment by the Association of any rent or other fees payable to third parties; (b) The right of the Association to suspend the voting rights and the right of an owner to use and enjoy any recreational facilities 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 remains uncured; and for a period not to exceed 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 to dedicate or transfer all or any part of any Common Area to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless approved by 2/3 of the votes of the Members of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to

every Owner not less than 30 days and no more than 60 days in advance; (d) The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said Property, but the rights of said mortgages in said properties shall be subordinate to the rights of Owners hereunder; (e) The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants and contract purchasers who reside on the Property.

Section 3. Grant/Reservation of Easements. (a) Developer does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services. (b) Developer, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas and all streets within the Subdivision for purposes of construction thereon and thereabout of improvements, sale of Lots and such other purposes and uses as Developer deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision. (c) The Developer, for itself and its successors and assigns, hereby reserves and is given an easement, privilege and right on, over and under the ground to erect, maintain, and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installations, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over

and under all of the easements shown on said Plat (whether such easements are shown on said Plat to be for drainage, utilities or other purposes). The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this paragraph. The Owners of the Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Property which is subject to said privileges, rights and easements. The Developer, for itself and its successors and assigns, reserves the rights to designate the users of all such easements by parties other than the real Property Owner.

Section 4. Private Roadways, Parking Spaces and Drainage. (a) The Association may establish reasonable regulations concerning parking or driving on any portion of the Common Areas and may have vehicle violating them removed. The Association may also install security devices at the entrance ways to the Subdivision and regulate entry into the Subdivision. (b) Notwithstanding Subparagraph (a) herein above, all Association Members and their families and guest shall have a nonexclusive easement for ingress and egress over the private roadways within the Common Areas for vehicular and pedestrian travel to and from the public streets which are adjacent to the Subdivision. (c) Fire, police, house sanitation, and other public service personnel and their vehicles shall have a permanent and perpetual easement into, over and out of the Common Areas for the purpose of performing their appropriate functions. (d) Each lot shall have an easement for drainage on, over and across all other Lots and the Common Area; provided, however, any rights reserved herein regarding use of such drainage easements shall only be exercised by the Developer or the Association. Drainage flow shall not be obstructed or diverted from drainage easements created herein or by authority established herein or by any Plat, nor shall the established drainage pattern over any Lot be impeded by the installation of any fencing, landscaping or otherwise. Each Lot Owner shall be required to maintain any drainage swells or other improvements located on such Owner's Lot, which maintenance shall include mowing grass and trimming trees, bushes or shrubbery.

ARTICLE VII - GENERAL PROVISIONS

Section 1. The Association, the Developer, the Architectural Control Board, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provision of this Declaration. Failure by the Association, the Developer, the Architectural Control Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Lot or against any person or entity, said owner, person or entity expressly agrees to pay all costs, including reasonable legal fee, to the Owner, the Architectural Control Board or the Association who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant, reservation, charge or lien.

Section 2. Invalidation of any one of the covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 25 years from the date this Declaration is recorded. After the initial 25 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a Majority of the then Lot Owners. This Declaration may be amended by the Association at any time, subject to the approval of such amendment by the affirmative vote of two-thirds (2/3) of the Class A and Class B Members of the Association.

Section 4. Neither the Association, Developer, the Architectural Control Board nor the Architectural Review Representative shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained to any Owner or any other person or entity for any violation of the restrictions set forth herein

by any Owner other than itself.

Section 5. Any single violation of any use restriction by an owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reversal or forfeiture of title.

Section 6. Notwithstanding anything to the contrary herein contained, the Developer may, until Developer's development and sales activities for the Development are in Developer's good faith opinion complete: (i) construct and maintain within the Subdivision (or from time to time move it to another location within the Subdivision) a sales development center for use by the Developer, its employees, contractors and agents, as Developer in good faith determines, providing same is neat in appearance and properly maintained; (ii) execute and record an amendment to this Declaration as may be deemed necessary or appropriate by Developer for the purpose of protecting the desirability of Lots within the Subdivision or to errors, omissions, ambiguities or inconsistencies.

IN WITNESS WHEREOF, LAKELAND PROPERTY OWNER'S ASSOCIATION, an Alabama corporation, has caused this Declaration of Covenants, Conditions, Restrictions and Easements to be executed by its duly authorized corporate officer effective as of this 31th day of JULY, 2013.

By: Tommy Springer
Tommy Springer, PRESIDENT

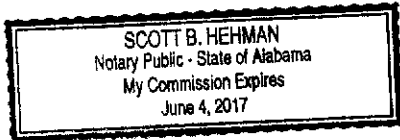
Lakeland Property Owner's Assoc.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that TOMMY SPRINGER, whose name 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

executed the same voluntarily as President, for and on behalf of Lakeland Properties, Inc., an Alabama corporation, on the day the same bears date.

My commission expires:



Subscribed and sworn to before me in my
Presence, this 27 day of January
2012, a Notary Public in and for the
County of Baldwin State of Alabama
Hehman
(Signature) Notary Public
My commission expires 06/04, 2017

THIS INSTRUMENT PREPARED BY:
JOHN T. HOLLINGSWORTH
24165 RAYNAGUA BLVD
LOXLEY, ALABAMA 36567