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GRAND KEY "RIVERSIDE"
A PLANNED UNIT DEVELOPMENT
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS Declaration made this 25th day of October, 1993, by GRAND KEY ASSOCIATES, INC., an Alabama corporation, hereinafter called "Developer";

W I T N E S S E T H

WHEREAS, Developer is the owner of a parcel of land in the Municipality of Orange Beach in Baldwin County, Alabama, designated herein as Parcel "A", which is bounded on the north by Ole River and on the south by Alabama State Highway No. 182, and a five (5) foot non-exclusive easement over and across an adjacent parcel of land designated herein as Parcel "B", for ingress and egress, and use as a walkway, to land from Alabama State Highway No. 182 and the Gulf of Mexico; and

WHEREAS, Developer desires to subdivide Parcel "A" and to create thereon a planned unit development (the "Development") for private single-family residential use with private streets and rights-of-way, walkways, parking facilities, open spaces, landscaping, recreational facilities and other common areas and facilities (collectively the "Common Elements"), for the common benefit and enjoyment of the owners of lots in the Development; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and to thereby advance the general welfare of the Municipality and immediate vicinity; and to that end desires to allow innovative and diversified design in building form and site development, to permit flexibility in the location and arrangement of buildings, to encourage the most efficient and economical use of the land in the Development, to preserve and protect as urban amenities the natural features and characteristics of the land, to encourage the provision of common open space through efficient site design, to encourage the optimum use of available public utilities, streets and community facilities, to place certain beneficial restrictions upon the property comprising and appurtenant to the Development for the purposes of insuring that it will be used for its intended purposes as set forth herein, to prevent nuisances, to prevent impairment of the attractiveness of the Development, to maintain the desired tone of the Development, and thereby to preserve, as far as practicable,

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the natural beauty of each lot therein, to insure the erection thereon of attractive, well designed, properly proportioned and appropriate homes constructed of proper and suitable materials, with appropriate locations of such homes on the lots, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners; and

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in the Development to create a nonprofit corporation, which shall have the power to manage, maintain and administer the Common Elements and all other powers and duties set forth in herein; and

WHEREAS, Developer has incorporated under the laws of the State of Alabama as a nonprofit corporation, Grand Key "Riverside" Property Owners Association, Inc. (the "Association"), for the purpose of exercising said functions; and

WHEREAS, Developer desires to grant to the Association for the benefit and enjoyment of each lot owner for as long as he owns a lot in the Development a non-exclusive easement over and across Parcel "B" for ingress and egress, and use as a walkway, to and from Alabama State Highway No. 182 and the Gulf of Mexico; and

WHEREAS, Developer may, at its option, purchase and develop all or part of any adjacent property as a condominium, subdivision or planned unit development, or combination thereof, and, if so developed, Developer may, at its option, wish to provide for the use and enjoyment of the recreational facilities of the Development by those owners of such adjacent property who wish to use said facilities and are willing to pay an appropriate assessment therefor;

NOW THEREFORE, Developer declares that the properties described in Article II hereof are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

1.1 The following words when used in this Declaration (unless the context clearly otherwise requires) shall have the following meanings:

(a) "Association" means Grand Key "Riverside" Property Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

Unless the context clearly otherwise requires, all

references herein to the Board of Directors or the Board, or to the Articles of Incorporation or Bylaws or the President or Secretary or any other officer, shall mean, respectively, those of the Association.

(b) "Common Elements" means all portions of the Development other than the Lots, including, without limitation, all Riparian Rights, and all streets and rights-of-way, and all common walkways, parking facilities, open spaces, landscaping, recreational facilities and other common areas and facilities in or appurtenant to the Development, and all other property, whether real or personal, from time to time held by the Association for the common benefit and enjoyment of the Owners.

(c) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves therefor.

(d) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot as herein provided.

(e) "Lot" means a residential lot in the Development as shown on the recorded plat or map thereof.

If additional real estate is added to the Development at any time, no part of such real estate shall be considered a Lot for any purpose hereunder until the conveyance adding such additional real estate to the Development and the plat or map of the lots therein have been recorded in the Probate Court of Baldwin County, Alabama.

(f) "Owner" means the record owner, whether one or more persons or entities, of a vested interest in the fee simple title to a Lot. If title to a Lot is split between estates for life or for years, and remainder, then the owner or owners of the estate having present rights to possession shall be considered the Owner. Notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lien holder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, he shall become the "Owner" within the meaning of this Declaration, and the debtor and debtors shall no longer be an Owner regardless of whether there is outstanding a right of redemption.

(g) "Recreational Facilities" means the pier or marina, swimming pool, tennis court, cabana and other recreational facilities and equipment from time to time included in the Common Elements.

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(h) "Riparian Rights" means all rights of the Developer, its successors and assigns, in and to the shore, the water and submerged lands of Ole River adjacent to the Development, with all privileges annexed thereto.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION
AND ADDITIONS THERETO

2.1 The properties included in the Development are more particularly described as follows:

Parcel A

Commence at the Intersection of the north right-of-way line of Alabama State Highway No. 182, with the Alabama-Florida State Line as defined and established by Act of Legislature of the State of Alabama, approved August 28, 1953, and by Act of Legislature of the State of Florida, approved June 12, 1953; run thence south 77 degrees 02 minutes west along said north right-of-way line for 308.95 feet to the point of beginning; continue thence south 77 degrees 02 minutes west along said north right-of-way line for 650.0 feet; run thence north for 408 feet, more or less, to the south margin of Old River; run thence in an easterly direction along the meanderings of said Old River to a point that is due North and 395 feet, more or less. From the point of beginning; run thence south for 395 feet, more or less, to the north right-of-way of said Alabama Highway No. 182 and the point of beginning;

Together with an easement for ingress and egress and walkway to and from Highway No. 182 and the beach of the Gulf of Mexico over and across the following described lands:

Parcel B

Commence at the intersection of the south right-of-way line of Alabama State Highway No. 182, with the Alabama-Florida State Line as defined and established by Act of Legislature of the State of Alabama, approved August 28, 1953, and by Act of Legislature of the State of Florida, approved June 12, 1953; run thence south 77 degrees 02 minutes west along said south line for 533.95 feet to the point of beginning; continued thence south 77 degrees 02 minutes west along said south right-of-way line for 5.0 feet; run thence south 327 feet, more or less, to the north margin of the Gulf of Mexico; run thence in an easterly direction along the meanderings of said Gulf of Mexico to a point that is south and 327 feet, more or

less, from the point of beginning; run thence north of 327 feet, more or less, to the south right-of-way line of said Alabama Highway No. 182 and the point of beginning.

2.2 Each Lot, together with its interest in the Common Elements, shall constitute for all purposes a separate parcel of real estate.

ARTICLE III THE ASSOCIATION

3.1 Powers. The Association is hereby delegated and shall have the power to manage, maintain and administer the Common Elements, and to administer and enforce these covenants and restrictions, and all other powers and duties set forth in this Declaration and the Articles of Incorporation and Bylaws, as the same may be amended from time to time.

3.2 Membership. The membership of the Association at all times shall consist exclusively of all Owners (including Developer as long as it owns a Lot), their heirs, successors or assigns. Each Owner shall cease being a member of the Association at the time he no longer owns a Lot.

3.3 Meetings. A meeting of the members of the Association ("Members") shall be held at least once each year. Special meetings of the Members may be called by the President or a majority of the Board or by Members having not less than fifty percent (50%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Member or to any other mailing address designated in writing by such Member and filed with the Secretary. The notice of the meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Articles of Incorporation or Bylaws, any budget changes and any proposals to levy special assessments or to remove an officer or member of the Board, provided, however, that if the initial meeting is adjourned, the purpose of the meeting need not be set forth in the notice of any subsequent meeting called for the same purpose, and the notice provisions set forth in Section 3.4 shall apply in respect to each such subsequent meeting.

3.4 Quorum. At any initial meeting of the Members, whether regular or special, the presence at the meeting, in person or by proxy, of Members entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, one or more subsequent meetings may be called on not less than ten (10) days written notice of each such subsequent meeting; and the required quorum at any such

subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

If a quorum is present at a meeting, the affirmative vote of a majority in interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater number is required by the Articles of Incorporation or Bylaws.

3.5 Voting Rights. Each Member in good standing shall be entitled to one vote on each matter submitted to a vote of Members. On all issues decided by a vote of the Members, whether pursuant to this Article or any other provision of this instrument, each Owner other than Developer shall be entitled to one vote for each Lot owned by him, and Developer shall be entitled to one vote for each Lot in, or planned for, the Development (including all planned additional phases) owned by Developer. If a Lot is owned by more than one person, the Owners of the Lot, collectively, shall be considered a single Member, and may designate among themselves by proxy the one of their number entitled to vote for all of them. If only one of the multiple Owners of a Lot is present at a meeting of the Association, he shall be entitled to cast all the votes for that Lot. If more than one of the multiple Owners are present, the votes for that Lot may be cast only in accordance with a written agreement of a majority in interest of the multiple Owners, unless the Bylaws expressly provide otherwise. There shall be a majority agreement if any one of the multiple Owners of the Lot casts the votes for that Lot without protest being made promptly to the person residing over the meeting by any of the other Owners of the Lot.

An Owner may not revoke a proxy given pursuant to this Section except by written notice of revocation filed with the Secretary prior to a meeting or actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall be void if it is not dated or purports to be revocable without notice. A proxy shall terminate one year after its date, unless it specifies a shorter term.

3.6 Obligations of Owners. Each Owner shall, by acceptance of title to his Lot, be conclusively presumed to have agreed to abide by this Declaration, and the Rights, Covenants, Restrictions, Affirmative Obligations and Conditions set forth herein, the Articles of Incorporation and Bylaws, and all Rules and Regulations from time to time made and promulgated by the Association, and all amendments thereto heretofore or hereafter adopted, and to pay, when due, all membership dues, fees and assessments due by him to the Association, together with interest thereon from the due date at the interest rate, not to exceed the maximum legal rate, set by the Association.

Unless otherwise provided herein, all membership dues, fees and assessments shall be allocated equally among all Lots, including all Lots in, or planned for, the Development (including all planned additional phases).

3.7 Liens. The Association shall have a lien on each Lot for any unpaid membership dues, fees and assessments due by the Owner(s) thereof, duly made by the Association, together with interest thereon at the rate aforesaid, and reasonable attorney's fees and costs. Such lien shall be effective from and after the time of recording in the public records of Baldwin County, Alabama of a claim of lien stating the description of the Lot, the name of the record Owner(s), the amount due and the date when due. Such claim of lien shall include only sums that are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of the Association's lien. Such liens may be foreclosed by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. An action to recover a money judgment for unpaid dues, fees and assessments may be also maintained without waiving the lien securing the same.

3.8 Surplus Funds. No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Elements, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Member or private individual.

3.9 Financial Records. The Association shall keep financial records in sufficient detail to enable it to furnish to each Member a statement setting forth the amount of the annual assessment and any unpaid expense or special assessment currently due and payable from such Member; the most recent regularly prepared balance sheet and Common Expense statement, if any, of the Association; the current operating budget of the Association; a statement of any unsatisfied judgments against the Association and any pending suit in which the Association is a party; a statement describing any insurance coverage provided for the benefit of the Members; a statement of the remaining terms of any leasehold or estate affecting the Development and the provisions governing any extension or renewal thereof; and such other records and information as shall from time to time be required by the Board of Directors. All financial and other records of the Association shall be made reasonably available for examination by any Member or his authorized agents, and such records shall be made available in

Baldwin County, Alabama. The Members shall not, as such, be liable for the debts of the Association.

3.10 Dealings with Association. With respect to a third person dealing with the Association, the existence of the Association's powers and the proper exercise thereof by the Association may be assumed without inquiry, unless such person has actual knowledge that the Association is exceeding or improperly exercising its powers. A third person shall not be bound to assure the proper application of any funds paid or assets delivered to the Association.

3.11 Maintenance of Common Elements and Lots. The Association shall be responsible for all maintenance, repairs, and replacement of the Common Elements, and each Owner shall be responsible for all maintenance, repairs and replacement of his Lot and the improvements thereon. In addition, each Owner shall be responsible for the maintenance of his Lot at all times, before and after construction, free of debris and in a slightly condition; and if any Owner fails to do so, the Association shall have the right (but not the obligation) to correct any such condition at the Owner's expense.

3.12 Insurance. Commencing not later than the time of the first conveyance of a Lot to a person other than the Developer, the Association shall maintain, to the extent reasonably available:

(a) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than the greater of eighty (80%) percent of the actual cash value of the insured property at the time the insurance is purchased and each renewal date or such greater percentage of such actual cash value as may be necessary to prevent the applicability of any co-insurance provision, exclusive of land, excavations, foundations and other items normally excluded from property policies; and

(b) Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

(c) If the insurance described in subsections (a) and (b) is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners. The Bylaws may require the Association to carry other insurance, and the Association in any event may carry any other insurance it deems appropriate to protect the Association or the Owners.

(d) Insurance policies carried pursuant to subsections (a) and (b) above must provide, if such terms are reasonably available, that:

(1) Each Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

(2) The insurer waives its right to subrogation under the policy against any Owner or member of his household;

(3) No act or omission by an Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance.

(e) Any loss covered by a policy under subsections (a) and (b) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Owners and lienholders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

(f) An insurance policy issued to the Association shall not prevent an Owner from obtaining insurance for his own benefit.

(g) An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association, and, upon written request, to any Owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(h) Any portion of the Common Elements for which insurance is required under this Section which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

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(1) Repair or replacement would be illegal under any state or local statute or ordinance, or

(2) Eighty (80%) percent of the Owners vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense.

3.13 Board Members and Officers.

(a) Except as provided herein, or in the Articles of Incorporation or Bylaws, the Board may act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board shall exercise ordinary and reasonable care.

(b) The Board may not act on behalf of the Association to amend this Declaration or to elect members of the Board or to determine the qualifications, powers and duties, or terms of office of Board members but the Board may fill vacancies in its membership for the unexpired portion of any term.

(c) Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budget to the Owners. Unless at that meeting a majority of all the Owners present in person or by proxy or any larger vote specified in the Articles of Incorporation or Bylaws reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(d) The initial members of the Board named in the Articles of Incorporation are:

F. Rutherford Smith, Jr.
C. Thurmon Bell
Anthony T. Tampary

The term of service of the initial members of the Board shall be one (1) year from the date hereof, provided, however, that until (a) the time when Developer no longer owns any Lot in, or planned for, the Development (including all planned additional phases of the Development), or (b) the expiration of three (3) years from the date hereof, or (c) Developer relinquishes control of the Development in writing, whichever first occurs, Developer may, by written instrument duly recorded in the Probate Court of Baldwin County, Alabama, at any time remove any member of the Board, or replace any member, or name a new member in place of any

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member who has resigned or died. Until the termination of the period of Developer control, the members of the Board appointed by the Developer may, but need not be, Owners.

After the first to occur of the events described in the preceding paragraph, control of the Development shall be transferred to all Owners (including Developer if it is still a Owner) of a majority of the total Lots in, or planned for, the Development (including all planned additional phases), and thereafter the Owners may, in accordance with the Articles of Incorporation or Bylaws, remove any member of the Board, or replace any member, or name a new member in his place in the event he for any reason ceases to so serve, and fix the term of service of each new member.

The Board shall elect the officers. The Board members and officers shall take office upon election.

(e) Upon the termination of the period of Developer control, the Owners shall elect a Board of at least three members, all of whom shall be Owners, and at least a majority of whom shall be Owners other than the Developer.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON ELEMENTS

4.1 Title to Common Elements. The legal title to all Common Elements shall be initially reserved by the Developer who, subject to any and all rights reserved by the Developer herein, shall convey such to the Association not later than one (1) year from the date hereof. The Developer and the Association, in accordance with the Articles of Incorporation and Bylaws, shall have the authority to mortgage all or part of the Common Elements for the purpose of improving the Common Elements.

4.2 Extent of Member's Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with the Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Elements and in aid thereof to mortgage all or part of the Common Elements. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the Members hereunder shall be fully restored;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;

(c) The right of the Association, as provided in the Articles of Incorporation or Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment due by said Member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its Rules and Regulations; and

(d) All rights reserved by the Developer, its successors and assigns, in this Article or elsewhere in this Declaration.

4.3 Reservations by the Developer. The Developer reserves unto itself, its successors and assigns,

(a) A fifteen foot (15') utility easement across the front of each Lot as noted on the plat or map of the Development, together with a right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, across and under all roads shown on any plat or map of the Development for all purposes relating in any manner to the subdividing, developing or aiding in the Development or development of the Development or any parts or parts thereof or additions thereto by the Developer or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the roads and easement shown on the plat or map of the Development to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to construct a pier or marina in Old River along all or any part of the waterfront of the Development for use by the Members and others authorized by the Developer, and to number the boat slips therein and to designate the boat slip or slips that may be used by each Member (and each other person authorized by the Developer to use the marina as provided in Section 4.5). If constructed, the pier or marina and the rights of use appurtenant thereto shall be subject to all applicable laws and the limitations and provisions of all permits issued by the U. S. Corps of Engineers' and other governmental agencies applicable thereto.

(d) The right to,

(i) add real estate to the Development, including, without limitation, additions to the pier or marina, if built;

(ii) to create Lots or Common Elements within or appurtenant to the Development or any addition thereto;

(iii) to subdivide Lots or convert Lots into Common Elements; or

(iv) to withdraw real estate from the Development or any addition thereto.

(e) The right to maintain a sales office, management office, or models in the Development and to maintain signs on the Common Elements advertising the Development.

All of the above rights and interests reserved by the Developer may be exercised by the Developer without the consent or concurrence of the Association or any Member. If the Developer exercises all or any of its rights reserved under subparagraph (d) of this Section, the Developer shall prepare, execute, and record an amendment to this Declaration; which must reallocate all allocated interests among all Lots in any reasonable manner prescribed by the Developer which does not discriminate in favor of Lots owned by the Developer or an affiliate of the Developer.

At such time as the Developer no longer owns any Lot or holds any interest in any Lot, then, and except as provided in Section 4.5, the rights hereby reserved to the Developer shall pass to the Association without any further act or documentation.

4.5 Use of Common Elements by Non-Members. For as long as these covenants, as amended from time to time, shall remain in effect, the Developer reserves unto itself, its successors and assigns, the right to grant to persons who are not Members of the Association (each a "Non-Member"), for the use and benefit of themselves and their guests, the right to use and enjoy all or any of the Recreational Facilities including, without limitation, the pier or marina, if built, and the boat slips not assigned to the Members, and for ingress and egress thereto over and across the Common Elements. If such right is granted, each Non-Member authorized by the Developer to use the Recreational Facilities shall pay his prorata share of any and all assessments made by the Association for the improvement and maintenance of the Recreational Facilities upon the same terms and conditions as a Member, and shall be subject to the same rights of suspension and termination of the use and enjoyment thereof upon non-payment as a Member.

For the purposes of this Section, the prorata share of said assessment of each Non-Member authorized to use the Recreational Facilities shall be an amount equal to Fifty (50%) percent of the monthly or quarterly installment of the annual assessment paid to the Association by a Member, plus a fraction of each special assessment made by the Association for the improvement and maintenance of the Recreational Facilities (but not for the improvement or maintenance of the other Common Elements). The share of each Non-Member of each special assessment shall be determined by first determining the aggregate amount of such assessment for all Owners allocable to the improvement and maintenance of the Recreational Facilities only, and then multiplying the amount thus obtained by a fraction, the numerator of which shall be 1 and the

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denominator of which shall be the total of (a) all Owners and (b) all Non-Members using the Recreational Facilities at the time such assessment is made. If any Non-Member liable for an assessment ceases using the Recreational Facilities during the assessment period, and so notifies the Secretary in writing of his discontinuance of the use thereof, he shall be entitled to a refund of the non-earned portion of all assessments at the time of his notice of non-use. Once a Non-Member discontinues his use of the Recreational Facilities, as aforesaid, he shall not have the right to later resume the use thereof unless his use is subsequently authorized by the Developer or approved by the Board.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENT

5.1 Creation of Lien and Personal Obligations for Assessments. The Developer, for each Lot owned by it, hereby covenants and agrees and each Owner by acceptance of a deed to his Lot, whether or not so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association all assessments fixed, established and collected from time to time as hereinafter provided. All such assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of any person who is an Owner of such Lot at the time the assessment falls due, or in the event there is more than one Owner of any Lot each and every such Owner shall be personally liable for the entire assessment due for such Lot, said obligation being joint and several.

5.2 Purpose of Assessment. The assessments levied by the Association shall be used for the purposes of promoting the common recreation, health, safety, general welfare and convenience of the Members, and in payment for the improvement and maintenance of the Common Elements, for services and facilities devoted to these purposes and related to the use and enjoyment of the Development and of the homes situated in the Development, including, but not limited to, the payment of taxes and insurance on the Common Elements and for repair, maintenance, upkeep, replacement and additions to the Common Elements and for the cost of labor, shipment, materials, management and supervision thereof.

5.3 Annual Assessments. The annual assessment for 1993 shall be \$1,007.14 per Lot, prorata for part of the year, which shall be payable in equal monthly or quarterly installments, as shall be fixed and may be changed by the Board from time to time. The annual assessment for 1994, and for subsequent years, may be increased by the affirmative vote of the Members. The Board may, after consideration of current maintenance costs and further needs of the

Association, fix the annual assessment for any year at a lesser amount which is adequate for the purposes for which the assessments are levied and in such event all monies collected by the Association as assessments will be retained by the Association for application to future needs consistent with the purposes for which the assessments are levied and collected. If the Members fail to establish a new annual assessment amount for any year, then the Board may establish such.

5.4 Special Assessments. In addition to the annual assessments, the Association may levy in any year, one or more special assessments, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of any improvement upon the Common Elements, including the necessary fixtures and personal property related thereto.

5.5 Date of Commencement of Annual Assessments, Due Date. The first annual assessment shall be for calendar year 1993. Each annual assessment shall be due in equal monthly or quarterly installments, as fixed by the Board from time to time, and shall be payable on the first day of each calendar month or quarter, as the case may be, commencing with the month or quarter next following that in which the first Lot is conveyed to a person other than the Developer. The assessment year and due date may be changed from time to time by the Board, in its discretion.

The due date of any special assessment under this Article shall be fixed in the resolution authorizing such assessment.

5.7 Capital Contributions. Each Owner buying a Lot from the Developer which has not been previously sold by the Developer, shall pay to the Association, at the time of the closing of the purchase of his Lot from the Developer, the sum of \$200.00 as a one-time non-refundable contribution to the capital of the Association.

5.8 Duties of the Board of Directors with Regard to Assessments. Any change made by the Board of Directors in the date of commencement and/or the amount of the assessment against each Lot for any assessment period shall be made at least thirty (30) days in advance of the due date for said assessment. The Association shall prepare a roster of the Members and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of any assessment shall be sent to every Member subject thereto, at least thirty (30) days in advance of its due date.

The Association shall, upon demand at any time, furnish to any Member liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether or not said assessment has been paid. Such certificate shall be conclusive

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evidence of payment of any assessment therein stated to have been paid.

5.9 Effect of Non-payment of Assessment. If any assessment is not paid on the date due, such assessment shall thereupon become delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the property related to such delinquent assessment which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall, in addition to the lien against such property, remain his personal obligation.

If any assessment is not paid within thirty (30) days after the date when due, it shall bear interest from the date of delinquency at the rate of interest from time to time charged by Central Bank of the South, Fairhope, Alabama, as its base or prime rate of interest plus three (3) percent per annum and the Association may bring an action at law against any Owner personally obligated to pay the same, or the Association may foreclose the lien against the property related to such assessment. The Association may pursue either or both remedies, separately and simultaneously, as it may determine without waiver of any remedy and without preclusion of any remedy not pursued. There shall also be added to the amount of such assessment the costs incurred in any action pursued to collect such assessment regardless of whether litigation is involved. In the event a judgment is obtained, it shall include interest on the assessment, a reasonable attorney's fee and the costs of the action. If there be more than one Owner personally liable for any assessment, such liability shall be joint and several, and the Association, in its sole discretion, may elect to proceed against one, any, or all of such Owners for recovery of the entire sum due with or without proceeding against any other such Owner, but without prejudice to its right to proceed against such others.

5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall, if required by the lender, be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment if such mortgage is given to secure a debt arising out of acquisition or improvement of such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer by the mortgagee and shall not relieve such mortgagee or other purchaser at foreclosure, or any grantee in any deed in lieu of foreclosure, or any successor in title, from liability for any subsequent assessments.

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ARTICLE VI
ALLOWED USE

6.1 Single Family Residential Use. All Lots shall be used for single-family residential purposes only.

6.2 Division of Lots. Except as provided in Section 4.3, no Lot shall be divided or resubdivided unless all portions of said Lot are used to increase the size of Lots adjacent to the same as shown upon the plat of the Development.

ARTICLE VII
SETBACK RESTRICTIONS

7.1 Location of Buildings. All buildings and other structures on each Lot must be located within the building area for such Lot as shown on the plat of the Development and in compliance with all building setback lines as shown upon the plat thereof; provided, however, that the eaves and steps of a building shall not be subject to the building setback lines as long as the remainder of the building is in compliance therewith and the eaves and steps do not extend beyond the boundaries of the Lot.

ARTICLE VIII
ARCHITECTURAL COMMITTEE

8.1 Committee. An Architectural Committee consisting of three (3) persons, to be known as the "Grand Key Riverside Architectural Committee" (hereinafter called the "Committee"), shall exist and function in the manner and with the powers hereinafter stated. No member of the Committee shall be in any way liable to any Owner for any act, or inaction by the Committee or any member thereof in connection with these covenants, restrictions and limitations.

The initial members of the Committee shall be:

Rutherford Smith
C. Thurmon Bell
Brad Patterson

The term of service of the initial members of the Committee shall be one (1) year from the date hereof, provided, however, that until termination of the period of Developer control pursuant to Section 3.13(d), Developer may, by written instrument duly recorded in the Probate Court of Baldwin County, Alabama, at any time remove any member of the Committee, or replace any member, or name a new member in place of any member who has resigned or died. Upon the termination of the period of Developer control, as aforesaid, control of the Development shall be transferred to all Owners, and thereafter the Owners (including Developer if it is still a Owner)

of a majority of the total Lots in, or planned for, the Development (including all planned additional phases) may, in accordance with the Articles of Incorporation or Bylaws, remove any member of the Committee, or replace any member, or name a new member in his place in the event he for any reason ceases to so serve, and fix the term of service of each new member.

The act of a majority of the members of the Committee shall be the act of the Committee and shall be final and binding on all parties, provided, however, that in the event of the death, resignation or removal of one or more members of the Committee, the remaining members shall have full authority to act in the name of the Committee pending the appointment of a successor member.

8.2 Submissions to the Committee. Two copies of complete building plans, specifications, and plot plans, showing, without limitation, the schedule of exterior materials, exterior colors, and the elevation and location of each such structure or improvement, all landscaping and such other information as the Committee may require, shall be submitted to the Committee for approval prior to the commencement of construction of any structure or other improvement on any Lot. Initially, a fee of \$150.00 per submission shall be charged by the Association for each review by the Committee. With the approval of the Committee, the Board of Directors may increase such fee from time to time, but not more than once in any twelve month period.

The Committee shall notify the Lot Owner submitting such plans and specifications in writing whether they are sufficient, or whether additional information is required. The Committee shall approve or disapprove such plans and specifications within sixty (60) days after the Committee notifies the Lot Owner in writing that the plans and specifications submitted to it are sufficient. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot Owner in person, or by registered or certified letter addressed to the Lot Owner at the address furnished by him with the plans and specifications. Such notice will set forth the particulars upon which disapproval was made, but need not contain any suggestions as to corrective measures to be taken. The plans and specifications submitted to the Committee shall be deemed approved unless the Committee notifies the Lot Owner of their disapproval, as aforesaid, within sixty (60) days after the Committee's written notice to the Lot Owner that the plans and specifications submitted are sufficient for its consideration. All submissions to the Committee shall be made in care of Grand Key "Riverside" Architectural Committee, 24566 Perdido Beach Blvd., Orange Beach, Alabama 36561, or such other address as the Committee shall from time to time designate by instrument recorded in the Probate Court of Baldwin County, Alabama. Copies of all building plans, specifications, plot plans and other information submitted to the Committee may be retained by the Committee.

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Notwithstanding anything to the contrary otherwise appearing or implicit herein, the Committee, by resolution passed by all of its members, may designate from among its members one or more persons to review and approve or disapprove any or all submissions to the Committee pursuant to any of the provisions of this instrument, and to exercise such other powers and authority granted to the Committee as shall be delegated to such person or persons by such resolution.

ARTICLE IX USE OF LOTS

9.1 Restrictions.

(a) No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than the principal dwelling, which shall not exceed three (3) stories in height (exclusive of the tower, attic and basement, if any), and no more than two (2) outbuildings incidental to residential use as shall be approved in writing by the Committee, and, in the case of a waterfront Lot, no more than one (1) swim platform. For the purposes of this subparagraph, a garage or carport attached to the principal dwelling on a Lot shall not be considered an outbuilding. Unless otherwise approved in writing by the Committee, no garage on any Lot shall open on any side of the Lot facing the water.

The outbuildings, if any, on each Lot shall be designed in such fashion as to blend with the design of the principal dwelling on the Lot and the surroundings and shall be located so as to minimize visibility from the street. All outbuildings on waterfront Lots shall also be located so as to minimize visibility from the water.

(b) No flat, duplex, or apartment, though intended for single-family residential use, may be erected on any Lot.

(c) Nothing herein contained shall be construed to give anyone other than the Owner of the respective Lot any rights or privileges, express or implied, to obtain ingress or egress to and from Ole River across the Lot of any other Owner. All swim platforms shall be constructed entirely within the projected sidelines of the subject Lot and no closer on either side than ten (10) feet of the projected sideline of the Lot extended in a straight line across, over and under the water.

9.2 Plans and Specifications. No house, garage, gazebo, green house, swim platform, play house, cabana or other outbuilding, fence, wall, swimming pool, walkway, driveway or other structure shall be commenced, erected, placed, altered, or maintained on any Lot or in, on or over the water adjoining any waterfront Lot, without the approval of the Committee.

9.3 Activities. No trade, business or commercial activities of any kind or obnoxious, offensive, or illegal activity shall be permitted or conducted upon any Lot or the Common Elements, nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood or violation of the laws and regulations of the United States of America, the State of Alabama, Baldwin County, Alabama or the Municipality of Orange Beach, Alabama, or this Declaration, or the Articles of Incorporation or Bylaws, or the Rules and Regulations of the Association. No junk, inoperable motor vehicles or other unsightly personal property shall be kept or maintained on any Lot or any of the Common Elements except for minor emergency repairs. Inoperable motor vehicles or those in a state of disrepair, shall be made operable or repaired at locations other than any such Lot or the Common Elements.

No building or other structure other than the principal dwelling on any Lot shall at any time be used as a dwelling, temporarily or permanently.

9.5 Construction Time. The construction of each building or other structure approved by the Committee must be commenced within the time specified in such approval, or, if no time is specified therein, within six (6) months of the date of approval. Each building or other structure approved by the Committee shall be completed within nine (9) months after initial construction of such building or structure has begun, unless the Committee shall give its written approval to a longer period.

9.6 Construction Requirements.

(a) Building Heights. Maximum building height of residences shall be forty feet (40') measured from the first floor to the highest point of the roof (excluding chimneys). Maximum building height shall not exceed forty-five feet above the crown of the street on which the Lot fronts.

(b) Maximum Building Coverage. No more than forty percent (40%) of any Lot may be covered by the buildings. The buildings shall mean areas contained under the roof, including air conditioned or non-air conditioned space.

(c) Finished Floor Elevations. The minimum finished first floor elevation of residences shall be thirty two inches (32") above the crown of the street on which the Lot faces or existing ground (whichever is higher), measured from the highest point at the front of the house. The maximum finished first floor elevation of residences shall be one hundred twenty inches (120") above the crown of the street on which the Lot faces.

(d) Walls. The exterior walls of the dwelling must be of stucco or stucco-like materials. No large expansive walls will

be allowed. All walls facing the street on which the Lot fronts must have windows and a porch at least eight feet (8') in depth. Parking underneath homes will be allowed, however all raised homes must be visually screened by lattice type materials approved by the Committee.

All exterior walls must be painted in a color approved by the Committee. The Committee will have a list of colors from which Lot Owners may choose.

(e) Windows. All windows shall be casement, awning, single or double-hung wood or white baked enamel finish aluminum. Horizontal sliders will not be permitted. All windows must be either square or higher than wide.

Lightly tinted glass is acceptable, but foil or reflective material will not be allowed. Drapery liners of a neutral color will be required to provide a consistent exterior appearance. Roof overhangs, awnings, and shutters are appropriate sun screening devices with approval of design, material, and colors.

(f) Roofs. All roofs must be white and constructed out of tiles (terra cotta or concrete) or metal (heavy gauge, galvanized, baked enamel). A minimum roof pitch of 6/12 will be required.

Roofs having less than a 6/12 slope will be acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in use as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., garage to main structure, etc., shall have a roof with material compatible with the main structure. Roof overhangs shall form an integral part of the architectural character of the Development and should be maximized wherever possible to provide shelter from both sun and rain. In many cases the roof overhangs may incorporate balconies, decks and screened porches. The contemporary "shed" design is not appropriate.

Roof overhangs shall be at least eighteen inches (18").

Roof attachments, whether ornamental or functional, such as ornamental ridge caps, weather vanes, oversized fireplace flues, are encouraged to give an additional scale of detail to the dwelling.

All roof accessories, such as vent stacks, flashing and roof vents, shall be painted to match the roof color. Wherever possible, vents shall be located away from the entry elevations. Raw aluminum or galvanized flashing will not be allowed.

The use of solar energy producing devices (active or

passive) must be removed from view from the street or adjacent properties.

(g) Chimneys. Chimneys, along with other projections above roofing surfaces, will play a dominant role in depicting the character desired. Chimney dimensions shall be compatible in scale to the structure; however the minimum size shall be two feet six inches (2'6") by two feet six inches (2'6"). All exposed surfaces of chimneys shall be of stucco with a preference for covered flue endings. Prefabricated metal fireplaces, when used, must have coverings for all exposed flue pipes.

(h) Doors. A strong emphasis on front door placement and design will be encouraged. The front door should make a bold architectural statement of entry. Wood or glass exterior doors will be strongly recommended to exceed a height of seven feet (7'). The use of double front entry doors, or doors enhanced by side and/or top window panels will be encouraged. Sliding patio doors will not be permitted. Garage doors must be compatible with the exterior wall design and color.

(i) Shutters. Louvered shutters will be encouraged. All shutters must be operable using traditional hardware, pivots and latches. Louvered shutters will be allowed to tilt from the top or swing open. The installation of shutters must be done in the historical manner, i.e., louver blade should angle with the outer edge downward when the shutters are closed in front of the window so that they block the sunlight. Tilting shutters have the advantage of allowing light to flow through the window while offering protection from sun and rain. All shutters must be sized to fit the window, and must be made of painted wood, or Committee approved authentic-looking materials. Anodized aluminum will be acceptable for louvered shutters. The rough sawn unfinished wood look will not be acceptable.

(j) Garages. Garages may be on the side, rear, or under the house. In the case of side garages, the front must be at least fifteen feet (15") behind the front of the house. Garages may not be detached nor located on the water side of any Lots. Porte-cocheres or carports will be permitted if they are an integral part of the main structure.

(k) Walls and Fences. No cyclone or similar fencing will be allowed. Walls or fences will be permitted in the rear yards of homes not located on the water. Fences will be allowed on the water side of waterfront homes, provided that they do not exceed forty-eight inches (48") in height, impede foot traffic along the shore, or in any way block the views of adjoining Lot Owners.

(l) Pools and Pool Enclosures. Pools at Grand Key "Riverside" are not encouraged, however, they will be considered

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by the Committee on a case by case basis. If permitted, they must be an aesthetically pleasing component of the architectural theme of the home and must conform to all setback requirements. Pool enclosures must be an integral part of the home and may not be detached.

(m) Greenhouses. Detached greenhouses will be reviewed on a case by case basis. The Committee will take into account the impact of the structure on neighboring residences and views.

(n) Porches, Decks, Verandas and Balconies. The use of wide verandas on the front, sides or rear of the residences will be strongly encouraged. Handrails and/or columns form an integral part of the veranda concept. The handrails and column must be either stone, wood or wrought iron (with proper rust prohibitor), and designed to be architecturally compatible with the residence. Columns and handrails must be properly proportioned to the scale and mass of the house.

Balconies will be encouraged to provide second floor privacy areas and to add a view. Front porches must be a minimum of eight feet (8') in depth.

(o) Swim Platforms. Swim platforms or other structures, if any, on waterfront Lots cannot extend into the water any more than ten feet (10') with a maximum overall square footage of 150'. U. S. Corps of Engineers' permits may be required.

(p) Exterior Lighting. Exterior lighting must be provided for safety and security. Recessed or down lighting, and vertical landscape lighting will be recommended. Flood lights will not be permitted.

No lighting shall be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties.

(q) Colors. The intent of the color palette for Grand Key "Riverside" is deeply rooted in the traditional color schemes of Bermuda, Jamaica, British Virgin Islands, the Bahamas and the Caribbean Islands.

When selecting colors, playful color schemes with all white roofs being the common unifying factor tying the Development together must be used. No more than three (3) colors may be used in one scheme.

(r) Driveways. Driveway widths shall be a maximum of twelve feet (12'), except in the vehicular parking area or as the drive enters the garage enclosure. Driveway entry from the street must generally be located at least ten feet (10') from the side property lines. Access to garages will be reviewed by the

Committee on an individual basis.

The maximum driveway width at the intersection of the curb shall not exceed fifteen feet (15').

All driveways must be of concrete or brickpavers. Each driveway design, pattern and coloring must be noted on the site plan for hardscape of the landscape design drawings.

The driveway entrance to each Lot must be approved in writing by the Committee prior to construction to insure compatibility of esthetics and that the Owner has established adequate erosion control.

(s) Building and Accessory Structures Set Backs. The building setbacks represent the placement of buildings, garages, decks, patios, walls and hedges, depending on the Lot's location. Some Lots may have required variations due to special factors. The Committee will establish setbacks on these Lots in consultation with the Owner and architect during the initial review stage.

(t) Clothes Lines. No outside clothes line shall be permitted in the Development at any time.

(u) Equipment. All heating, ventilation and air conditioning equipment, including, without limitation, compressors, and all gas meters, butane tanks and other mechanical and/or electrical devices on any Lot shall be located to the rear of the front most extension of the principal dwelling located thereon, and shall be visually screened from the street and adjoining Lots, and, in the case of waterfront Lots, from the water. The side of each Lot facing the street shall be the front of the Lot.

(v) Screening. The space beneath all raised dwellings and structures shall be visually screened in such manner as shall be approved in writing by the Committee.

(w) Secondary Electrical Service. Unless approved otherwise by the Committee in writing, each Owner shall be responsible for the secondary residential electrical service to his Lot, which shall be underground.

(x) Garbage Disposal Containers. Outside garbage disposal containers must be delineated on plans and specifications submitted for approval, must be located to the rear of the rear plane of the principal dwelling and no closer than ten (10) feet from any property line and must be in either underground covered receptacles or visually screened from view according to plans approved in writing by the Committee. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition. No Lot shall be used as a dumping area for rubbish of any kind.

(y) Landscaping. Plants and greenery will be required around all dwellings. A landscaping plan should be included with the house plans when they are submitted to the Committee.

9.7 Accessory Structures. Many lots are large enough to accommodate a gazebo, green house, storage building or cabana. No detached garages will be permitted. If built, the accessory structures must be located within the required setbacks and match the architectural details of the principal dwelling. Roofs and exterior walls must be compatible with the main house in both design and color. No sleeping accommodations will be allowed in any building other than the primary dwelling.

9.8 Signs. No sign, billboard, banner or flying paraphernalia of any kind shall be placed or maintained upon any Lot after sale by the Developer except address and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the builder during the construction period not to exceed one hundred eighty (180) days. Nothing herein contained, however, shall prevent the placing or maintenance of any sign, billboard, banner or flying paraphernalia of any kind anywhere in the Development by the Developer, its successors, assigns or contractors; nor shall anything herein contained prevent the flying of the American Flag at any time by any Lot Owner on his Lot.

9.9 Water and Sewage. No well or pump of any kind shall be placed in front of the rear most plane of the principal dwelling on a Lot or nearer than ten (10) feet to any side or rear property line of the Lot. No septic tank shall be permitted on any Lot. The owner of each Lot must connect to and use the central sanitary sewage disposal system serving the Development, and shall be responsible for paying the sewer connection fee and all sewer assessments.

9.10 Satellite Dishes. No satellite dishes shall be permitted on any Lot.

9.11 Adjoining Lots. For the purposes of this instrument, any Owner having two or more adjoining Lots may treat, use and build on them as though they were one (1) Lot after making written application and receiving written approval by the Committee. Said approval shall be recorded and operate as an amendment to this instrument. Thereafter said Lots shall be deemed a single Lot hereunder for the purpose of determining the construction set back lines, but shall continue to be separate Lots for the purpose of determining assessments and voting rights hereunder.

9.12 Easements. The easements, if any, shown on the recorded plat of the Development are hereby adopted as part of these restrictions, and all Lots in the Development shall be subject to such easements. Developer reserves unto itself and its successors

9.13 Animals. No owner shall keep or maintain any kind of other recreational, work, farm or large animals of any kind shall be kept or maintained in the Development. Any animals of any kind that are kept or maintained by any Lot Owner shall be fenced or restrained in such manner that they may not run loose upon other properties within the Development.

9.14 Repairs and Maintenance. All buildings, structures and improvements on each Lot shall be maintained and kept in a proper and good state of repair by the Owner of the Lot, at his expense. All exposed areas of each building shall also be kept well painted by the Lot Owner, at his expense.

9.15 Trailers and Prohibited Uses. No house trailer, truck (other than a pick-up truck) or mobile home shall be permitted on any Lot, except trucks may be permitted for use during construction and temporary repairs to any building, structure or other improvement on the Lot with the written permission of the Committee. Travel trailers, hauling trailers, "habitable motor vehicles", boat trailers and boats (if stored on land) must be stored to the rear of the rear most extension of the principal dwelling located on the Lot, more than ten (10) feet from the boundaries of the Lot, and shall be visually screened from the street and adjoining Lots, and, in the case of waterfront Lots, from the water.

No trailer, mobile home, camper, recreational vehicle or other vehicle shall at any time be used as a dwelling, temporarily or