

**DECLARATION OF SINGLE FAMILY RESIDENTIAL PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TOWNE LAKES SUBDIVISION**

W.S. NEWELL AND SONS, INC. an Alabama limited liability company (herein referred to as "Developer") is the owner of all the real property and improvements located within the TOWNE LAKES Subdivision described on Exhibit "A" attached hereto and incorporated herein by reference (the "TOWNE LAKES Subdivision" or the "Property"). Each Lot established by subdivision plat in TOWNE LAKES Subdivision is declared to be a single-family residential lot ("Lot"). Developer does hereby impose the following single-family residential protective covenants, conditions and restrictions on all of the real property, Lots and improvement located within TOWNE LAKES Subdivision. Developer intends by this Declaration and all other accompanying documents, to impose a set of mutually beneficial restrictions under a general plan of improvement for all owners of property subject to these protective covenants.

**A. REFERENCE TO HOMEOWNERS ASSOCIATION, BYLAWS AND BUILDER:**

The TOWNE LAKES Subdivision and the Lots are expressly made subject to all of the terms and provisions of the Articles of Incorporation ("Articles") of TOWNE LAKES Homeowners Association, Inc. (the "Association"). The accompanying Bylaws of TOWNE LAKES Homeowners Association, Inc. ("Bylaws") and Architectural Review Committee Guidelines ("ARC Guidelines") may be amended or modified at Developer's sole discretion at any time. The Bylaws and ARC Guidelines shall be kept by Developer, and are available by request. Capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Bylaws. This Declaration of Single Family Residential Protective Covenants, Conditions, and Restrictions is a Declaration as defined in the Bylaws. Each person owning a Lot in this TOWNE LAKES Subdivision shall be a Member of the Association and subject to all of the terms and provisions of the Articles, the Bylaws and other aspects of the Association. References in this Declaration to the word "homeowner" shall have the same meaning as a Member as defined in the Bylaws. Any person or entity which purchases one or more Lots for the purpose of constructing a single family residence thereon for later sale to consumers shall be referred to herein as a "Builder."

**B. SINGLE FAMILY RESIDENTIAL COVENANTS AND RESTRICTIONS**

Developer does hereby create, establish and impose the following covenants and restrictions upon each Lot embraced within TOWNE LAKES Subdivision.

In addition, Developer shall have the right, but not obligation, to allow any lot owner of a lot in the following residential platted subdivisions the ability to join in these covenants and restrictions and have the right to the benefits and be burdened by all restrictive covenants contained herein, to include but not limited to, being a member of the Association and subject to its rules and regulations to include paying dues and assessments:

Corrected map of Town Lakes Subdivision Plat 1 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 21 at Page 186 ("Plat 1")

Map of Towne Lakes Subdivision Plat 2 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 28 at Page 68 (“Plat 2”)

Map of Towne Lakes Subdivision Plat 3 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 39 at Page 6. (“Plat 3”)

Pending Developer’s approval as stated above, any lot owner that desires to subject their individual lot(s) in Plat 1, Plat 2 or Plat 3 to the following covenants and restrictions (“Annexed Lot”) shall do so by recording a fully executed copy of the Joinder Agreement attached hereto as Exhibit “B” in the Office of the Judge of Probate of Lee County, Alabama.

Any Building Criteria not in compliance with this Declaration at the time of annexation shall not be deemed a violation of these covenants and restrictions. However, any improvements made subsequent to an Annexed Lot becoming a part of this Declaration shall strictly comply with this Declaration.

1. **USE OF PROPERTY:**

Except as may be otherwise approved in writing by Developer, no Lot shall be used except for a single-family residential purpose.

2. **BUILDING CRITERIA:**

(a) **HEIGHT RESTRICTIONS:** No building shall be erected, altered, places, or permitted to remain on a Lot other than one detached single family dwelling not to exceed two stores in height, in addition to below ground basement. This shall not be construed to prevent other buildings as may be hereinafter authorized and provided.

(b) **BUILDING SETBACK REQUIREMENTS:** Setbacks shall be governed by the OPELIKA Planning Commission. Zoning criteria in effect at the time of construction shall be the final determinate. (Any request for variance from zoning criteria must first be approved by the ARC (defined below) and then the OPELIKA Planning Commission) The setback lines as approved shall not be construed to permit the construction of improvements so as to encroach upon an easement. For the purpose of this covenant, eaves, steps, open porches and ornamental planting boxes shall not be considered part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon any other Lot, except for necessary roof and cave overhangs on zero lot line lots.

(c) **COMMON AREAS:** The common area landscaping and any other architectural or landscaping features have been constructed by the Developer and will be owned and maintained through assessments by the Association. No changes and/or modifications to common areas are permitted unless approved by the ARC. Each owner of a Lot

and their guests and invitees shall have the right to use the common area, subject to rules and regulations adopted by the Association regarding the use of the common area from time to time. Any parking lots constructed are intended to be used by homeowners and their guests only while they are present on the common area. No overnight parking is allowed without written consent from the Board of Directors. Developer has the right to tow any vehicles parked in common areas that do not follow these guidelines. The Developer also has a reasonable right of entry to any Lot for necessary repairs and maintenance associated with the proper operation of any common area.

In addition, each owner of an Annexed Lot, as defined herein, and their guests and invitees shall have the right to use the common area, subject to rules and regulations adopted by the Association regarding the use of the common area from time to time.

- (d) **PROHIBITION AGAINST ENCLOSED GARAGES:** No garage may be enclosed or otherwise converted to living area so that it cannot be used for off street parking for a minimum of two (2) vehicles.
- (e) **EXTERIOR SURFACES:** All exterior wall surfaces shall be Cement Board lap siding, brick, stucco, or natural stone. Exterior walls include that portion of the exterior walls, which are above lower roof levels. Vinyl shutters and soffits shall be allowed.
- (f) **COLOR:** The ARC shall first approve exterior color. Exterior painting will be in soft tones.
- (g) **ROOF:** All major roof structures must have a minimum 7/12 pitch, unless otherwise approved by the ARC. Shingles must be of a natural color architectural shingle.
- (h) **STACKS AND VENTS:** No plumbing stacks or vents shall protrude through the roof area facing the street and shall be connected in attic space to provide minimum roof penetration, unless otherwise approved by the ARC.
- (i) **GARAGES AND OUTBUILDINGS:** Garage doors must remain closed except when vehicles are entering and/or exiting the garage or for reasonable amounts of time to provide for necessary or customary chores.
- (j) **WINDOWS:** All windows must be wood framed, vinyl, or vinyl clad.
- (k) **ZONING:** Zoning is controlled by the OPELIKA Planning Commission.

3. **ARC APPROVAL:**

(a) **ARCHITECTURAL REVIEW COMMITTEE:** The architecture of any dwelling or improvement to be erected on any Lot shall be generally in substantial harmony and conformity with the general prevailing filing type of architecture in the vicinity, with all construction and architectural plans being subject to prior review and approval of the Architectural Review Committee, as established hereafter by the Board of Directors of the Association. The Architectural Review Committee (referred to herein as the "ARC") will consist of three representatives, chosen by the Developer. To the extent permitted or authorized by the Bylaws or the Board, the ARC has established or will establish its own requirements, procedures, policies, and time frames, a copy of which requirements shall be available, on request, to Lot owners, their architects, or builders. The ARC may, to the extent permitted or authorized by the Bylaws or the Board, periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than the other covenants and restrictions set out herein. To the extent permitted or authorized by, the Bylaws or the Board, the ARC may set site standards, building design and materials standards, building construction standards, and other standards that it deems appropriate (all such standards so adopted from time to time by the ARC being sometimes referred to as "Design Guidelines"). Said members shall serve at the pleasure of Developer until the earlier of (i) twenty (20) years after the date of recording this Declaration or (ii) the date Developer no longer owns any property in TOWNE LAKES Subdivision, its common areas or property contiguous to it; provided, however Developer, in its sole discretion, may elect in writing to relinquish control over the ARC at any time. After the Developer relinquishes control over the ARC, the members of the ARC shall be designated by the Board of Directors. The affirmative vote of a majority of the members of the ARC shall be required for any action by the ARC.

(b) **WRITTEN APPROVAL REQUIRED:** No construction, which term shall include within its definition staking, clearing, excavation, grading or other site work and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with these covenants and restrictions, until the requirements thereof have been fully met, and until the complete plans as outlined below above have been approved in all respects by the ARC. All approvals by the ARC must be in writing, dated, signed by an authorized representative of the ARC, and where plans and specifications are required said approval shall be reflected on the plans and specifications after approval is obtained from the ARC. The ARC, with approval from the Board of Directors in each individual instance, shall have the right to assess application fees on individual homeowners as the ARC deems necessary. Specifically, these fees can be assessed in association with complexity of an application, the need for utilizing an outside source to assist in approval, or the need for the ARC to review the same application multiple times due to incorrect submissions.

(c) **SUBMISSION OF PLANS FOR APPROVAL:** Two (2) complete hardcopy sets or one (1) digital copy of building plans and specifications must be submitted to the ARC for written approval. Such plans and specifications shall be in such form, and shall contain such information as may be required by the ARC, and shall be deemed delivered when an Acknowledgement Form has been received by submitter.

- (d) **TIME FOR SUBMISSION AND APPROVAL OR DISAPPROVAL:** The ARC shall have thirty (30) days from and after the day it receives the set of plans to review and respond to the Lot owners request with respect to the prospective construction or major improvement, provided that, if the ARC does not respond within such thirty (30) days period, then the request shall be deemed approved. Unless approved by operation of time per the previous sentence, approvals by the ARC must be in writing, dated and signed by an authorized representative of the ARC. In addition, where plans and specifications are required said approval should also be reflected on the plans and specifications after approval is obtained by the ARC.
- (e) **NO WARRANTY OR LIABILITY FROM APPROVAL:** Approval of any plans or the setting of any requirement for approval does not constitute, and shall not be construed as, any representation or guaranty of safety or architectural integrity by the ARC or any other governing body, which instead shall be the sole responsibility of each Lot owner. The scope review by the ARC shall be limited to appearance only. Neither the ARC nor any member thereof shall be liable to TOWNE LAKES Subdivision or to any owner for any damage, loss of prejudice suffered or claimed on account of:
- (i) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
  - (ii) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or
  - (iii) The development of any property within TOWNE LAKES Subdivision, provided that such member has acted in good faith on the basis of such information as may be possessed by him or her.
- (f) **REASONS FOR DISAPPROVAL:** The ARC shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:
- (i) Failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
  - (ii) Failure to include in such plans and specifications information reasonably requested by the ARC;
  - (iii) Objection to the exterior design, appearance or materials of any proposed structure or improvement;
  - (iv) Incompatibility of any proposed structure or improvement or use thereof with existing structures used upon other lots.
  - (v) Objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any proposed structure or improvement;
  - (vi) Any other requirements of the City of OPELIKA or TOWNE LAKES Subdivision shall be considered part of the criteria, considered by the ARC
  - (vii) Any other matter that, in the judgment of the ARC, would render the

proposed structure, improvement or use inharmonious with the general plan of improvement of the Lot or with structure, improvements or uses located upon other Lots.

- (g) **NOTIFICATION OF DISAPPROVAL:** If the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon the satisfaction of a specified condition, such disapproval or qualified approval shall be accompanied or followed by a statement of the grounds upon which such decision was based. In any event, the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4. **RESUBDIVISION OR PARTITION OF LOTS:**

Lot lines or building lines may not be further modified without the prior written approval by the ARC and the applicable governmental authorities.

5. **OUTBUILDINGS:**

No temporary structure such as trailer, tent, shack, shed, barn, house, garage or other outbuilding shall be erected on any Lot either prior to completion of the dwelling house or at any time thereafter, unless otherwise approved by the ARC. All additional improvements, as permitted by this covenant, must first be approved in writing, by the ARC, and the type of materials, textures and color must be in keeping with the principal residence. Principal residences may be altered or renovated but only with the prior written approval of the ARC. Colors may not be changed without prior written approval.

6. **TRANSMISSION EQUIPMENT, ANTENNAS, SATELLITE DISHES, UTILITIES AND SOLAR COLLECTORS:**

No ham radios or radio transmission equipment which is visible from the street or adjoining Lots is allowed. Subject to federal laws, no television or radio antennas or television satellite dishes over twenty-two (22) inches shall be permitted on any Lot. Location of satellite dishes must be approved by ARC and shall not be visible from the street. All utility meters, measuring devices and similar devices required by utility companies must be located so as to be hidden from view of the street and adjacent Lots as approved by the ARC. All utility lines must be underground except where specifically authorized by the ARC. No Lot owner shall erect or grant to any person, firm, or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles, antennas, satellite dishes or overhead facilities of any kind for electrical, telephone, radio transmission or cable television service on any Lot (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave that particular area). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is

serviced by underground wires or cables. Only those solar collectors approved by the ARC shall be permitted on any Lot and shall be installed so that they shall not be visible from any street.

7. **WALL AND WINDOW AIR CONDITIONING UNITS:**

Wall and window air conditioning units shall not be permitted except with the prior written consent of the ARC.

8. **STREETS, MEDIANS ETC:**

The maintenance and repair of all street medians, landscape maintenance, landscape irrigation and street lights which are not the responsibility of the City of OPELIKA, utility bills for street lights which are not the responsibility of the City of OPELIKA and landscaping plus other landscaping on easements for the beautification of TOWNE LAKES Subdivision residential area, are the responsibility of the Association. No changes and/or modifications are permitted unless approved by the ARC.

9. **DESIGN CRITERIA:**

The ARC is to assure proper blending of home designs. Design standards permit craftsman and/or traditional style homes.

10. **PRIVACY FENCING:**

Privacy fences are allowed, but must be approved in writing by the ARC on a case-by-case basis, as per the design standard to be determined by the ARC.

11. **MAILBOXES:**

All mailboxes must be of a common design selected for TOWNE LAKES Subdivision and approved by ARC, so long as these specifications comply with the requirements of the United States Postal Service. The ARC may establish a required location for all mailboxes and mailbox posts, so long as these specifications comply with the requirements of the United States Postal Service. The Lot owner shall purchase a standard mailbox and mailbox post from the Developer or the Association at a standard common charge to be applied uniformly, and shall install and maintain said mailbox in appropriate condition and repair, with original color scheme being maintained thereon, as required by the ARC. If mailboxes are required to be purchased by the ARC or Developer, any damage or destruction to mailboxes which cannot be adequately repaired will result in the Lot owner being required to purchase a replacement mailbox from the Association or Developer. Each Builder shall install a mailbox at the completion of landscaping. Homeowner shall pay for, maintain and replace the mailbox as required.

13. **SIGNS:**

All signs shall be of uniform design and approved in advance by the ARC. No sign or other advertising device of any nature shall be placed upon any part of the Property except as provided herein. The ARC may at its discretion, adopt and promulgate rules and regulations relating to signs, which may be employed. Signs and other advertising devices may be erected and maintained upon any portion of the Property, if approved by the ARC, as to color, location, nature, size and other characteristics of such signs or devices. Notwithstanding the foregoing, the Developer specifically reserves the right for itself, its successors, nominees and assigns, to place and maintain signs in connection with construction marketing, sales and rental of dwelling units and lots and identifying or informational signs anywhere on the Property. No sign may exceed six (6) square feet in size on any Lot. The Developer, the Association and the ARC shall have the self help right to enter upon any part of the Property and remove or correct any such violation without prior notice to the offending party. In addition, the Association shall have the right to impose a daily fine for violating the terms set forth in this paragraph. Such fine shall initially be \$100.00 per day, but may be revised in the future at the discretion of the Board of Directors of the Association.

14. **ANIMALS:**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that no more than four (4) may be kept at any household and they are *kept* under reasonable conditions so as not to create a nuisance, not to otherwise unreasonably disturb the neighbors or the neighborhood and in compliance with all laws, rules, regulations and ordinances relating thereto.

15. **WINDOWS:**

Window treatments shall be limited to blinds or curtains. Under no circumstances shall sheets or reflective foil be allowed.

16. **GARBAGE AND REFUSE, OIL AND GAS TANKS. SWIMMING POOL EQUIPMENT:**

No lumber, metal or bulk materials shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored or allowed to accumulate except between scheduled pick-ups and in accordance with the provisions hereof. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse shall be placed in sanitary containers. Such sanitary containers may be placed in the open on any day that a pick-up is to be made, at such place on Lot as to provide access to the persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. All oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in walled-in



areas or landscaped areas so that they are not visible from any adjoining property. Adequate landscaping shall be installed and maintained by the owner. The ARC may, to the extent permitted or authorized by the Bylaws or the Board, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the property. Furthermore, the Association, at its sole discretion, may require Lot owners or builders, at any time, to provide dumpsters on the property during construction.

**17. OUTSIDE BURNING:**

Burning of trash, refuse or other materials on any Lot shall be prohibited, except for during construction, and only for construction purposes.

**18. NUISANCE:**

No obnoxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done on any Lot that may become an annoyance or nuisance to the owners of the other Lots. Individual yard sales are not allowed. Neighborhood yard sales are allowed if approved by the board, but no more than two (2) can occur per year. Estate sales will be approved on a case by case basis.

**19. BOATS. TRAILERS AND RECREATIONAL VEHICLES:**

No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, motorcycle, motor bike or any similar recreational item shall be stored on any Lot for a period in excess of twenty-four (24) hours unless parked in garage behind closed doors, or elsewhere on the lot so as to not be visible from the street or any adjacent lot. No recreational vehicles or items can be parked on streets.

**20. VEHICULAR PARKING:**

Vehicular parking on streets in front of residences shall be limited to temporary parking. Parking in the street by any single vehicle for more than 6 hours in a 24-hour period is prohibited. The intent is that vehicles shall be in garages and driveways on a daily basis or at all times except for Federal Holidays. Each dwelling shall have minimum off street parking for two (2) vehicles. Vehicle parking in non-paved areas shall not be permitted under any circumstances.

**21. COMMERCIAL VEHICLES:**

No commercial vehicle or equipment shall be permitted to be parked or to be stored at any place on the Lot. This covenant on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery, or for any construction vehicles during construction. Waivers may be issued on a case-by-case basis, but must be made in writing by the Association.

**22. REMEDIES FOR COMMERCIAL AND RECREATIONAL VEHICLE VIOLATIONS:**

Any such commercial vehicle or equipment or recreational vehicle or equipment parked in violation of these rules and regulations now or hereafter adopted by the Association, may be towed by the Association at the sole expense of the owner of such commercial vehicle or equipment or recreational vehicle or equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the owner of such commercial vehicle or equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind. Any such vehicle or recreational equipment parked in violation of the restrictions contained herein or in violation of the rules and regulations now or hereafter adopted by the Association or the ARC may be towed away at the direction of the Association or the ARC, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours and if the owner of such vehicle or recreational equipment receives notice of the towing of such vehicle before the towing occurs. Neither the Association nor the ARC shall be liable to the owner of such vehicle or recreational equipment, nor to the respective Lot owners, for trespass, conversion or otherwise, nor shall the Association or the ARC be guilty of any criminal or quasi-criminal act by reason of such towing, and neither the removal nor the failure to remove any such vehicle or recreational equipment, nor the failure of the owner to receive any notice of said violation, shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist whether at law or in equity.

**23. VEHICLE MAINTENANCE AND REPAIR:**

No maintenance or repairs shall be performed on any vehicle on any portion of the Lots except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Lots must be completed within four (4) hours from the time of its immobilization or the vehicle must be removed. Vehicles parked on any Lot must have a current tag. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the Property as necessary for the operation and maintenance of the Association Property and Areas of Association Responsibility.

**24. PIPES AND CLOTHESLINES:**

No clothing or any other household fabrics shall be hung in the open on any Lot. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the Property so as to be visible from adjoining property or public view, except hoses and movable pipes used for temporary irrigation purposes.

**25. MINING:**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

**26. MAINTENANCE OF IMPROVEMENTS, HEDGES, PLANTS, YARDS AND FENCES:**

Each owner of a Lot shall be responsible for maintaining the appearance of the Lot in a manner consistent with the TOWNE LAKES Subdivision. This maintenance obligation includes the obligation to mow the grass to a height no higher than five inches, pruning bushes and plants, removing weeds from beds and not allowing bare spots to exist in areas that previously where mulched areas.

Unless specifically identified herein as being the responsibility of the Association, the maintenance and repair of all lots, dwellings, all other improvements situated thereon or therein, and all lawns, landscaping, and grounds on or within a lot or dwelling shall be the responsibility of the Owner of such lot or dwelling. Each Owner shall be responsible for maintaining his or her lot or dwelling in a neat, clean, and sanitary condition, both inside and outside of any dwellings or improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all dwellings and other improvements and re-roofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. Owners shall always allow neighbors to enter their property for a reasonable amount of time as long as the reason for entering the property is for necessary maintenance or installation occurring on the neighbor's property. These reasons include, but are not limited to, fence installation, fence maintenance, and landscape maintenance. In the event an Owner does not allow a neighbor to have access to their property for a reasonable amount of time to perform necessary maintenance or installation, that Owner shall be in violation of these covenants.

The Association shall have the right to enter upon any Lot to address any of the aforementioned issues or other issues which violate the general maintenance requirement, at the expense of the owner; provided, however, that the owner shall be given twenty-four (24) hours prior written notice before the Association shall take such action. The Association may charge the offending Owner a maximum of actual costs incurred plus fifty percent (50%).

**27. EASEMENTS:**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of TOWNE LAKES Subdivision, of record in the Office of the Judge of Probate of LEE County, Alabama in Plat Book \_\_\_\_\_ Page \_\_\_\_ and on all future subdivision plats that may be recorded for the TOWNE LAKES Subdivision. Easements include the right of ingress and egress by employees of the utility company for the maintenance of the property included in the easement. The

easement area shall be maintained continuously by the owners of the respective Lots, except for those improvements for which a public authority or utility company is responsible.

Developer further reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements, for itself, for the Association, the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) and their respective representatives, successors and assigns, contractors and agents, perpetual non-exclusive easements upon, across, over, and under all of TOWNE LAKES Subdivision (including, without limitation, Lots and Common Area, but not through a structure, existing or proposed) for the purposes of:

- (a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;
- (b) controlling drainage of natural or man-made water flow and water areas;
- (c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to TOWNE LAKES Subdivision;
- (d) dredging, enlarging, reducing or maintaining any water areas within TOWNE LAKES Subdivision; and
- (e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of TOWNE LAKES Subdivision.

In addition, Developer reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements, for itself, for the Association, the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) and their respective representatives, successors and assigns, contractors and agents, perpetual non-exclusive easements upon, across, over, and under all of TOWNE LAKES Subdivision (including, without limitation, Lots and Common Area, but not through a structure, existing or proposed) for the purposes of installing, constructing, monitoring, replacing, repairing, maintaining and operating utilities necessary or convenient to the TOWNE LAKES Subdivision, including, but not limited to, water, sewer, drainage, telephone, gas, cable, internet and electricity lines, pipes, systems, equipment and machinery.

Any damage to a Lot or Common Area resulting from the exercise of the easements described in this Section shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot or Common Area, nor shall it unreasonably interfere with the use of any Lot or Common Area.

Developer reserves unto itself the right, in the exercise of its sole discretion, upon the request of any person holding, or intending to hold, an interest property subject to the Declaration, or at any other time, (i) to release all or any portion of such property from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

28. **OUTSIDE USES:**

No rocks, rock gardens, bird baths, ponds or pools, lawn sculptures, artificial plantings, children's play equipment, basketball goals, lawn furnishings, or the like, shall be permitted without the written approval of the ARC. No vegetable, herb or similar gardens shall be planted or maintained so as to be visible from the street or readily visible by adjacent property owners. Basketball Goals: Basketball goals may not be attached to any structure. Portable basketball goals will be allowed, but may not be left in any visible location when not in use.

29. **SECURITY LIGHTS:**

Standards and fixtures must be approved by the ARC for placements, direction, appearance and coverage area.

30. **TENNIS COURT OR POOL LIGHTING:**

No lights may be installed in such a manner that they are directed toward neighboring property and shall not be of a height where lights bleed over property lines. Wiring must be underground.

31. **USE OF APPROVED STRUCTURE:**

No structure previously approved by the ARC shall be used for any purpose other than that for which it was originally designed and approved.

32. **BUSINESS ACTIVITY:**

No profession or home industry or other commercial venture shall be conducted in or on any part of the Property or in any improvements thereon. The Board of Directors of the Association (hereinafter "Board"), in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect upon surrounding property and property owners, may permit the conduct of a profession or home industry within a residence located on the Property. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the normal residential use or adversely impact the value of adjoining property or property in the area. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statutes or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines, in its sole discretion, that such authorized or permitted activity is unreasonably interfering with the rights of the

subdivision in general or any individual Lot owner within said subdivision. In no event shall any part of the premises or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

33. **REAL ESTATE OFFICE OR SUBDIVISION OFFICE:**

The Developer may, in Developer's sole discretion, use or permit the use of any Lot within TOWNE LAKES Subdivision for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office and/or model home, and as such the same shall not be subject to the terms, provisions and requirements of these covenants until such time as all other Lots within TOWNE LAKES Subdivision have been sold and upon that occurrence said Lot and building constructed thereon shall, as soon as reasonable possible and to the extent reasonably and economically practicable, be brought into compliance with these covenants.

34. **MACHINERY:**

No machinery shall be placed on or operated upon any portion of the subject Property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.

35. **AUTHORIZED USE AND EXCEPTIONS:**

Notwithstanding other provisions herein, each residence located on a Lot shall be used only as a single-family residence and shall be subject to all other requirements hereunder, but the ARC may authorize any Lot owner, with respect to his or her residence, to temporarily use the same for more than one family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the Property, and may make other exceptions to these covenants. In all such instances, approvals of, and exceptions granted by, the ARC must be in advance and in writing.

With respect to such approvals or exceptions, each case and each request shall be reviewed on its own merits, and the ARC shall have unrestricted discretion and neither the granting or refusing of similar requests for other Lot owners nor the approval and consent or disapproval of adjoining Lot owners shall in any way be a determinative or limiting influence on the decision of the ARC.

36. **PROHIBITED USES:**

No person shall, without the written approval of the Association or the ARC, as the case may be, do any of the following on any parcel or Right of Way within the Property: (1) permit the running of animals except when on a leash; (2) fell any trees or injure or damage any landscaping within the Association Property; (3) interfere with any

drainage, utility or access easement; (4) build or assemble any structures, recreational or common facilities, other than those approved by the ARC; (5) discharge any liquid or other material other than natural water drainage into any lake, pond or watercourse; (6) alter or obstruct any lakes, ponds or watercourses; (7) interfere with any water control structures or apparatus; (8) use motor boats on any lake, pond or stream; (9) boat or fish; (10) light any fires except in designated areas or (11) swim in any body of water other than a swimming pool. No Person shall violate any rules and regulations that may be established by the Association governing the use of the common area or the rules or requirements that may be established by the ARC.

**37. SECURITY:**

The Association may own and provide for the maintenance of an entrance gatehouse and, if manned, the salary for the same. The construction must be approved by the appropriate municipalities, if applicable. The Association may also install and maintain electronic gates. This is not intended to obligate the Developer or the Association to provide any form of security or surveillance to the owners, their properties or the Association properties. Nothing herein shall constitute or be deemed to constitute a representation, warranty, assurance or promise that the Association, the ARC or Developer will either now or in the future provide any security force or device to provide protection for the owners of the Lots or any other persons or Property located within TOWNE LAKES Subdivision. In no event shall the Association, the ARC or the Developer be obligated to or responsible for providing any security service or services, security devices, to provide protection for owners or any other persons or Property located within TOWNE LAKES Subdivision. The Association, the ARC and the Developer shall not be responsible or liable for any damages or losses caused by any failure to provide any security service or services within TOWNE LAKES Subdivision. Furthermore, the provision of a guard house or any other property which could be used for security purposes shall not constitute a promise or obligation on or of the Association or Developer to provide security services either now or in the future. In the event that any security service or device is provided by the Association, or the Developer, the Association or Developer shall be entitled to discontinue any such security service or services, or device or devices, at any time and from time to time, and neither the Association nor Developer is responsible for any losses or damages caused by such discontinuation of service. In no event shall either the Association or the Developer be responsible for any damages caused by any loss of property or injury caused to any person located within TOWNE LAKES Subdivision caused by theft, criminal activity or other activity which could or might have been prevented by a security service or device.

**38. NOTIFICATION TO UTILITY COMPANIES:**

In order to beautify said subdivision for the benefit of all Lot owners and to permit the utility companies to install underground utility services to each house in said subdivision, no owner of any Lot within such subdivision will commence construction of any house on any Lot until such owner (1) notifies the utility companies that such

construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service lateral on each Lot and (3) provides at his, her or its own expense, and in accordance with specification to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each Lot. To the extent of the interest of the owner of each Lot, such owner agrees to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

39. **MEMBERSHIP, LIABILITY FOR ASSESSMENTS AND DEVELOPER DEFICIT FUNDING:** Each owner of a fee simple interest in a Lot in TOWNE LAKES Subdivision shall automatically become a Member of the Association and shall be fully and completely bound by all of the terms and conditions of the Articles and the Bylaws of the Association, as they may be modified and amended from time to time, including, without limitation, the obligation to pay any and all applicable Assessments levied from time to time by the Association on each Lot and the right of the Association to enforce payment of the Assessment as provided in the Bylaws, except that Developer and any Builder shall not be required to pay any Association assessments for lots which Developer or Builder owns and are unoccupied. All of the terms and provisions of the Articles and the Bylaws applicable with respect to each such Lot in TOWNE LAKES Subdivision and to the owner of such Lot by virtue of being a Member of the Association are incorporated herein by reference as if set forth herein in their entirety. Each Lot in TOWNE LAKES Subdivision is a Single-Family Residential Lot or Lot, as defined in the Bylaws. Individual Lot assessments shall be determined on a yearly basis, by compiling the total amount of yearly expenses plus savings accruals for the subdivision as determined by the Association, and dividing by the total number of lots located in the subdivision.

For a period of time commencing on the sale of the first Lot to a homeowner and continuing thereafter for a period of one (1) year, Developer shall fund any deficit of the Association. A "deficit" as used in this Section 39 shall be the difference between assessments collected on all Lots, and the amount of all actual expenditures incurred by the Association during such period of time. Calculation of the deficit shall be performed on a cash basis of accounting. During such one (1) year period, Developer may satisfy such obligation through "in kind" contribution of services, materials, or a combination of services and materials. The payment of the deficit during this one (1) year period shall be at the Developer's expense and reimbursement for payment of this deficit shall not be available for the Developer.

Upon the expiration of the one (1) year period set forth in the prior paragraph, Developer shall have the obligation to fund any deficit of the Association, however, they shall have



the option to make the payment as a loan to the Association. All payments made by the Developer to the Association after the aforementioned one (1) year period that are considered a loan to the Association, in Developer's sole discretion, shall be evidenced by a formal promissory note from the Association to the Developer. Such promissory note shall have a three year term, bear interest at the Prime Rate (as established in the Wall Street Journal) and shall require monthly payments of principal and interest necessary to amortize the loan in full at the expiration of the three (3) year term. As a matter of clarification, each time the Developer elects to fund a deficit, such loan shall be evidenced by a separate promissory note from the Association to the Developer. Developer has the right to increase the repayment length of any loans made to the Association if a three (3) year term could reasonably be assumed to cause a burden on the Association. The Developer also has the right to defer receiving monthly payments if it could be reasonably assumed the payments would cause a burden to the Association. If payments are deferred, interest shall be calculated on monthly basis and added to the outstanding principle amount. Should the association accumulate at least a 10% reserve above the most recent annual budget expenses, the Developer has the right to call for principle payments on any outstanding loan to the Association so long as the Association maintains at least a 10% reserve in respects to the most recent annual budget.

Upon the expiration of two (2) years after the sale of the first Lot to a homeowner, Developer shall not be required to fund the Association in any manner whatsoever. Any funding given by Developer to the Association after the above two year expiration shall be at the sole discretion of Developer.

40. **LIEN FOR ASSOCIATION ASSESSMENTS:**

The Association is hereby granted a lien upon each Lot and its appurtenances and each Member's interest in the Association to secure the payment to the Association of any and all Assessments assessed and levied against the Lot and all charges, including interest and all reasonable attorneys' fees, including appellate attorneys' fees, court costs and other expenses, incurred by the Association in collecting or attempting to collect such Assessments. If any portion of an Assessment or charge hereunder remains unpaid for a period of sixty (60) days after the date such amounts were due, then the Association may, by written notice of default sent to the owner of the Lot, demand payment of all delinquent amounts and charges. If the owner does not pay all amounts due within ten (10) days after receipt of the notice of default, the Association may file a notice of lien against the Lot in the Office of the Judge of Probate of LEE County, Alabama. Each Lot Owner hereby expressly grants to the Association a power of sale for such Lot along with its lien hereunder. The lien provided for herein may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, exchange, hold, lease, mortgage, convey and sell any such Lot acquired.

Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot is and shall be subordinate to: (1) all liens for taxes, bonds, prior assessments, and other levies which by law would be superior thereto and (2) the lien or charge of any first mortgage of record made in good faith and for value. No Lot owner may escape or avoid responsibility for Assessments by waiver of the use of or enjoyment of any of the Association Property or by the abandonment or non-use of such owner's Lot, or by any other means.

44. **INDEMNIFICATION:**

The Association has agreed to indemnify and hold harmless every officer, director and committee member of the Association, including, but not limited to, the members of the Board and the members of the ARC, from and against any and all costs and expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, director or committee member of the Association, the Board or the ARC. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, willful misconduct or bad faith, with regard to the business of the Association or the ARC. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they may be a Member of the Association, and the Association shall indemnify and forever hold each of said officers, directors and committee members free and harmless against any and all liability to others on account of such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association may, as a part of the expenses of the Association, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonable available and deemed to be appropriate for the Association by its Board.

45. **INDIVIDUAL INSURANCE**

By virtue of taking title to a Lot subject to these Covenants and Restrictions, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots. Each Owner covenants and agrees to secure, and keep in force, a liability policy as long as they hold title to a Lot in TOWNE LAKES Subdivision. The liability policy in force shall have a minimum per occurrence limit of \$300,000, which will cover their Lot and all structures on their Lot at all times. Homeowner shall also obtain property coverage in an amount adequate to cover full replacement cost of all Owner's property. These policies will be solely at the Owner's expense. The Association shall have the right, but not obligation, to acquire the above coverages for any Owner who does not maintain the policy themselves. The Association will assess the expense of purchasing the policy directly to the Lot it benefits in the form of a special assessment.

46. **DEVELOPER DEFINED: DEVELOPER'S RIGHTS:**

Wherever the term "Developer" or "Declarant" is used herein it shall mean W.S. NEWELL AND SONS, INC.. These covenants and restrictions touch and benefit all of the Lots within TOWNE LAKES Subdivision and shall run with the land and shall be binding upon the Lots within TOWNE LAKES Subdivision and all the owners of Lots within TOWNE LAKES Subdivision, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. The Developer expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of the Declaration or to grant a variance to or from any of the terms, covenants and provisions of this Declaration, without the consent or approval of the owners of Lots within TOWNE LAKES Subdivision until the earlier of the following events: (1) twenty (20) years after the date of recording of this Declaration, (2) the date Developer no longer owns any property in the TOWNE LAKES Subdivision, its common areas or property contiguous to it or (3) until such earlier date which Developer, in its sole discretion, may elect in writing to relinquish its right and privilege to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration.

47. **ADDITIONAL PROPERTY.** For so long as the Developer has the right to amend this Declaration as provided in Section 45 above, the Developer may, in its sole discretion without the consent of any Lot owner, add additional property to the TOWNE LAKES Subdivision and subject such property to the terms and conditions of this Declaration. The Developer shall add such additional property to this Declaration by recording a written instrument declaring that such property is subject to this Declaration.

48. **DURATION OF SINGLE FAMILY RESIDENTIAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS:**

Each Lot in TOWNE LAKES Subdivision shall be subject to the single family residential protective covenants, conditions and restrictions hereof. These residential covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recording of this Declaration and at the end of the twenty (20) year period, these residential covenants and restrictions, shall be automatically extended for successive periods of ten (10) years each; subject, however, to Developer's express and exclusive right and privilege to change, alter, modify or amend the same as provided in Paragraph 45 hereof and the process for amendment described below in Paragraph 48.

49. **MODIFICATION, AMENDMENT OR TERMINATION BY MEMBERSHIP:** After the expiration of Developer's exclusive right and privilege to change, alter, modify or amend any of the residential terms, covenants and provisions of this Declaration, said covenants and restrictions may be modified, amended or terminated in whole or in part by a written instrument that (1) has been signed and acknowledged by fifty-one percent (51%) or more of the owners of Lots within TOWNE LAKES Subdivision, (2) has been

signed and acknowledged by the Association, and (3) has been recorded in the Office of the Judge of Probate of LEE County, Alabama.

50. **ASSET TRANSFERS**

The Developer may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subject to the Declaration. The Association shall accept such conveyance and the property shall thereafter be common property to be maintained by the Association. The Developer shall not be required to make any improvements or repairs whatsoever to property conveyed and accepted pursuant to the section. Once a transfer or conveyance of property is made, the Association shall hold harmless the Developer and Board Members from any and all future liabilities associated with Association common areas.

C. **GENERAL PROVISIONS:**

1. **CONSTRUCTIVE NOTICE AND ACCEPTANCE:**

Every person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity, who or which shall hereafter own or acquire any right, title, interest or estate in or to any Lot, whether or not such interest is reflected in the Office of the Judge of Probate of LEE County, Alabama, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, including, but not limited to, the Articles and Bylaws, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited liability company, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Lot or any interest therein.

2. **ENFORCEMENT: ATTORNEY'S FEES:**

The Developer or the Board may enforce the provisions of this Declaration, the ARC Guidelines, or rules and regulations established by the Association or the ARC through one or more of the remedies set forth below:

- (a) Imposing monetary fines as established by the Board of the Association from time to time. Such fines shall constitute a lien upon the Lot of the violator and shall be an additional "Assessment" for which the violating owner shall be liable and subject to foreclosure under Article B, Section 43. Notice of the violation and resulting fine shall be provided as set forth in the Bylaws;
- (b) Suspending an owner's right to vote;
- (c) Suspending any Person's right to use any recreational facilities within the Common Area;
- (d) Suspending any services provided by the Association to the violating owner;

- (e) Exercising self-help, the cost of which shall be levied against the violating Lot as a specific Assessment payable by the owner of the Lot. Such cost shall constitute a lien upon the violating Lot of the violator; and
- (f) Filing a lawsuit at law or in equity to enjoin any violation, to remedy any violation, to recover monetary damages or to obtain some or all of the above.

Notice of the violation and an opportunity for a hearing regarding the violation shall be governed by the Bylaws. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions as provided in this Section, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorney's fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

3. **PARAGRAPH HEADINGS:**

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or restrict the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

4. **EFFECT OF INVALIDATION:**

If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

5. **ABSENCE OF COMMON SCHEME:**

Notwithstanding anything to the contrary provided herein, it is understood and agreed that the covenants and restriction imposed hereunder shall not be deemed to create a common scheme or to restrict any other property now or heretofore or hereafter owned by Developer other than the Lots within TOWNE LAKES Subdivision which are made subject to this Declaration by the execution, acknowledgment and recordation of this Declaration.

6. **WAIVER:**

None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.

7. **NO REVERTER:**

No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

8. **GENDER:**

Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned, W.S. NEWELL AND SONS, INC., an Alabama limited liability company, owner of all lots and land embraced within TOWNE LAKES Subdivision, hereby joins in, executes and signs the foregoing Declaration of Single Family Residential Protective Covenants, Conditions and Restrictions for TOWNE LAKES Subdivision on this the 10<sup>th</sup> day of Sept, 2018.

W.S. NEWELL AND SONS, INC.

By:   
KEITH NEWELL, Vice President

STATE OF ALABAMA        )

LEE COUNTY                )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KEITH NEWELL, whose name as Vice President of W.S. NEWELL AND SONS, INC., LLC 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 the instrument, he, as said Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10<sup>th</sup> day of Sept, 2018.

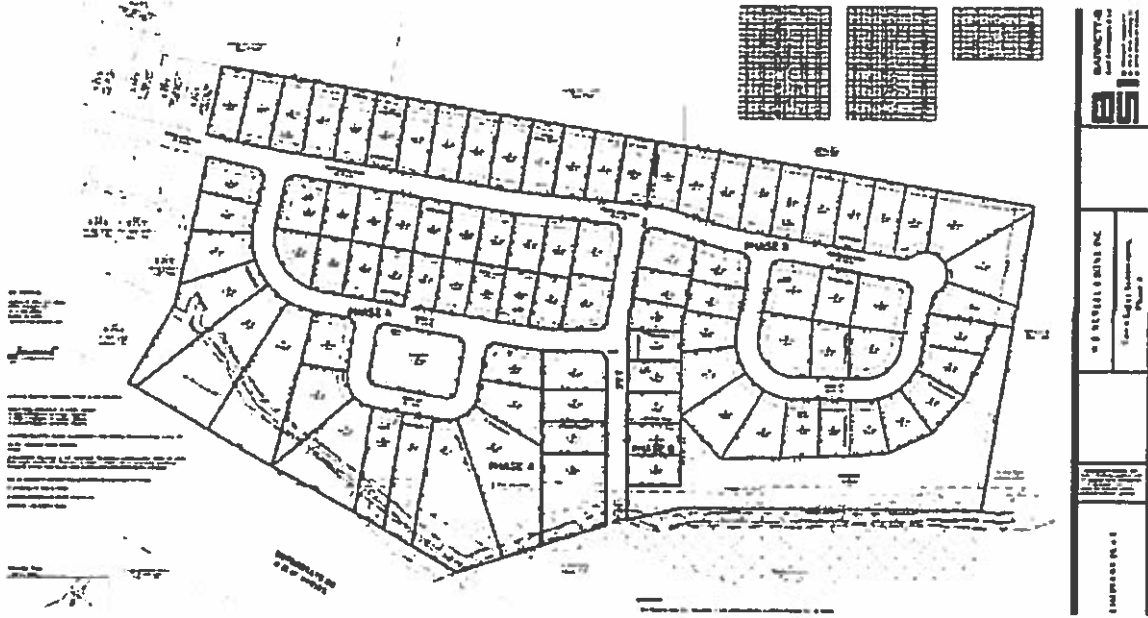


Notary Public

My commission expires: 6-13-2020

Exhibit "A"

MM  
Kw





**EXHIBIT 'B'**

**JOINDER AND CONSENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
TOWNE LAKES SUBDIVISION**

THIS AGREEMENT made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned owner of the Annexed Lot. (hereinafter collectively referred to as "Annexed Lot Owner").

WITNESSETH:

WHEREAS, Annexed Lot Owner owns that certain real property (the "Property") located Lee County, Alabama, being more particularly described as follows:

[Lot \_\_\_\_ according to the Corrected map of Town Lakes Subdivision Plat 1 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 21 at Page 186 ("Plat 1")]

[Lot \_\_\_\_ according to the Map of Towne Lakes Subdivision Plat 2 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 28 at Page 68 ("Plat 2")]

[Lot \_\_\_\_ according to the Map of Towne Lakes Subdivision Plat 3 as recorded in the Office of the Judge of Probate of Lee County, Alabama in Plat Book 39 at Page 6. ("Plat 3")]

(hereinafter the "Annexed Lot")

WHEREAS, Annexed Lot Owner has deemed it desirable for the efficient preservation of the values of the Annexed Lot to join in, adopt and approve the Declaration of Protective Covenants for Towne Lakes and to declare the Annexed Lot to be held, transferred, sold, conveyed and occupied subject to the Declaration of Protective Covenants for Towne Lakes Subdivision as recorded in the Office of the Judge of Probate of Lee County, Alabama, in Real Property Book \_\_\_\_\_ at page \_\_\_\_\_.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners hereby agree as follows:

1. The above recitals shall become an effective and operative part of this Agreement.
2. Annexed Lot Owner hereby declares that the Annexed Lot described herein shall be now and forever held, transferred, sold, conveyed and occupied subject to all of the covenants, restrictions, easements, charges and liens set forth in the Declaration. The items set forth in the Declaration shall run with the land.

IN WITNESS WHEREOF, the Annexed Lot Owner has caused this presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20.

Annexed Lot Owner

\_\_\_\_\_

\_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, 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 the instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Seal

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: