

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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RESTATED DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAGOON MOBILE HOME SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that LAGOON MOBILE HOME PARK, INC., ("Declarant" or "Developer"), is the Owner of the real property of that certain subdivision situated in Baldwin County, Alabama, more particularly described in **EXHIBIT A**, attached hereto and made a part hereof. Declarant does hereby amend, fix, establish and declare the following Restrictive Covenants, Conditions And Restrictions relating to the use and development of all Lots in said Subdivision. These Restrictive Covenants, Conditions And Restrictions shall be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

PROPERTY OWNERS ASSOCIATION

Article I

Creation of Property Owners Association

1.01 **Definitions.**

A. "Association" shall mean and refer to Lagoon Mobile Home Property Owners' Association, Inc., its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one (I) or more persons or entities, of a fee simple title to any Lot that is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Properties" shall mean and refer to that certain real property described on **EXHIBIT A** attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

D. "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Property with the exception of the Common Area.

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E. "Common Area" shall mean and refer to the area marked "Common Area" on the recorded Plat of the Subdivision.

F. "Developer" shall mean and refer to Lagoon Mobile Home Park, Inc.

1.02 Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class "A" Members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

B. The Class "B" Members shall be the Developers and shall be entitled to four (4) votes for each Lot owned. The Class "B" membership shall cease and terminate and be converted to Class "A" membership on the happening of any of the following events, whichever occurs earliest:

i. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

ii. On January 1, 2010.

Article II

Association's Maintenance and Ad Valorem Tax Responsibility

2.01 The Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping adjacent to street, drainage facilities, and any improvements, including lighting, which may be situated upon such areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas which shall be maintained out of regular assessment for Common Expenses. The Association shall pay all ad valorem taxes assessed against the Association assets, said payment to be maintained out of regular assessment for common expenses.

Article III
Insurance And Casualty Losses

3.01 *Association Insurance*. The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury resulting from operation, maintenance or use of the Common Areas, or caused by the negligence of the Association or any of its Members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party. The public liability policy shall have at least a One Million Dollars (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollars (\$1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollars (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Areas shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

In addition to the other insurance required herein, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition, the Board of Directors may purchase Directors and Officers Liability Insurance to protect them during their terms as Directors, and may purchase other forms of insurance they deem necessary and appropriate for the Association.

3.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Lot and structures constructed thereon. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Article IV Covenant for Assessments

4.01 The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association: annual assessments or charges and special assessments for (i) capital improvements, insurance and maintenance of the Common Areas and such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the real property and improvements and shall be a continuing lien upon the property against which each such assessment is made securing the amount of unpaid assessments due the Association. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Upon recording of a notice of lien, there shall exist a perfected lien for all unpaid assessments, including special assessments, on the respective Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments and other liens which by law would be superior thereto, and (2) the lien or charge of any first (1st) mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent may be enforced by suit, judgment and foreclosure. In addition to the other rights of the Association, at law or in equity, a suit to recover a money judgment for unpaid Common Expenses and attorney's fees may be maintained without foreclosing or waiving the lien securing the same.

4.02 The capital improvements and maintenance assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties and for the improvement and maintenance of the Common Areas.

4.03 Annual Assessment for Capital Improvements and Maintenance.

A. Until April 1, 2002, the maximum annual assessment shall be \$300.00 per Lot.

B. From and after April 1, 2002, the maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after April 1, 2002, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of two-thirds ($\frac{2}{3}$) of each class of members.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.04 Special Assessments for Capital Improvements and Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.05 Written notice of any meeting called for the purpose of taking any action authorized under this paragraph shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more

than sixty (60) days following the preceding meeting.

4.06 Both annual and special assessments for capital improvements and maintenance must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.07 General Provisions. The first (1st) annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the first (1st) Lot. The first (1st) annual assessment for capital improvements and maintenance shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.08 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of the highest legal rate permitted by law and will result in a late fee of Fifty Dollars (\$50.00) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in accordance with the Laws of the State of Alabama governing foreclosure of a mortgage on real property. No owner may waive or otherwise escape liability for the assessments by non-use of the Common Areas or abandonment of the Lot.

4.09 The lien of the assessments shall be subordinate to the lien of any first (1st) mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

4.10 Working Capital Fund. In order to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable, there shall be established a working capital fund equal to One Hundred Dollars (\$100.00) per Lot. Each Lot's share of the working capital fund shall be collected and transferred to

the Association at the time of the closing of the initial conveyance from Developer to the first (1st) Purchaser of each Lot. Amounts paid into this working capital fund shall not be considered as advance payments of regular or special assessments.

RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Article V ***Property Covered***

5.01 The real property which is and shall be held conveyed, transferred, sold, used and occupied subject to the rights, limitations, conditions, covenants, reservations, easements, liens, charges and restrictions with respect to the various portions thereof set forth in the various clauses and paragraphs of these Restrictive Covenants, Conditions And Restrictions contained herein, are: See **EXHIBIT A** attached hereto and made a part thereof.

Article VI ***Purpose of Declaration***

6.01 The purpose of this Declaration is to insure the best use and most desirable development and improvement of the property for residential purposes only; to protect the Declarant and future Owners of Lots against such improper use of the surrounding property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, or structures built of improper or unsuitable materials; to prevent abusive, offensive, unsightly or other improper use of said Lots; and in general to protect and enhance the value of investments made by purchasers of said Lots therein.

Article VII ***Architectural Review Committee***

7.01 In order to maintain such property as a pleasant and desirable environment, to protect and promote the value of the property; no building, mobile home, or any other structure or improvement of any nature or addition shall be erected, placed, attached to or altered until the proposed plans, specifications, exterior color and finish, plot plan (showing proposed location of such building or structure, drives and parking area), building height and landscape plan shall have been approved in writing by the Architectural Review Committee prior to commencement of construction.

A. The architectural and design review shall be directed toward obtaining the

following objectives:

- i. Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of property, or removal of trees and vegetation which could cause disruptions of natural water courses or erosion of natural land forms.
- ii. Insuring that any development, structure or landscaping complies with the provisions of these covenants.

B. Each Owner shall, prior to the commencement of any construction, submit, in sequence, to Architectural Review Committee, the following materials, which materials shall be approved by the Architectural Review Committee: (i) a "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations; (ii) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) "construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals.

C. Approvals shall be dated and shall not be effective for construction commenced more than twelve (12) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted or denied within thirty (30) days following receipt by the Architectural Review Committee of the written request for approval, the provisions of this section shall be thereby waived. Refusal or approvals of plans, site location, building height, or specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objectives of these covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

D. The approval, rejection or withholding of any approval by the Architectural Review Committee, or Developer, of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by Architectural Review Committee or Developer that any building, plumbing, electrical code or other applicable governmental regulations or

requirements have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the City of Gulf Shores, and any other appropriate governmental agencies prior to commencement of any work or construction.

E. Developer shall have no duty, responsibility nor liability to any Owner or to any other person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Architectural Review Committee may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The Architectural Review Committee's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design, (ii) the character of the exterior materials, (iii) the planned quality of the exterior workmanship, (iv) the Architectural Review Committee's design and construction standards, (v) the general development plan, or (vi) any other material and relevant factors.

F. The Architectural Review Committee shall be composed of three individuals designated by the Developer during the period of Developer control and by the Association Board of Directors after the period of Developer control terminates. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to issue any approval of plans, proposals or specifications. The Developer shall retain control of the Architectural Review Committee until the Developer has sold and conveyed enough Lots so as to result in a termination of Class B Membership. Developer shall have the right to relinquish control to the Association at any time for the purpose of the property owners to control the Architectural Review Committee.

Article VIII **General Improvement Guidelines**

8.01 All mobile homes shall comply with specifications propounded by the Architectural Review Committee at the time they are located on any lot. Each mobile home shall have shingle roofs and vinyl or other comparable siding. The exterior of all improvements shall be maintained in accordance with guidelines propounded by the Architectural Review Committee.

Article IX
Use Limitations

9.01 All lots in the tract shall be known and described as Residential Lots and shall be solely used for single family residential purposes and shall not be used for commercial, trade, public amusement, entertainment or business purposes of any kind of character. No owner shall rent his or her property for less than one (1) year. Upon renting the property, a signed copy of a one (1) year lease agreement and a signed affidavit stating the tenant has read, understands and is willing to obey the Restrictive Covenants, shall be submitted to the Board of Directors at Lagoon Mobile Home Subdivision, P.O. Box 7566, Gulf Shores, AL 36547. The penalty for not submitting a valid one (1) year lease and signed affidavit within fourteen (14) days of the start of the lease period is Five Hundred Dollars (\$500.00) per month. The documents do not have to include money amounts agreed by the Owner and renter. The documents will be placed on file with the Board of Directors. Although the tenant agrees to obey the Restrictive Covenants, the Owner is not released from non-compliance penalties that are imposed as a result of a non-compliant renter. The Owner of the property is ultimately responsible for all fines.

Article X
Dwelling Requirements

10.01 All dwellings in the Subdivision shall be manufactured or mobile homes. Each dwelling newly placed in the subdivision cannot be any older than one (1) model year by the respective manufacturer at the time the manufactured or mobile home unit is placed in the Subdivision. No recreational vehicles (RVs) are allowed for dwelling purposes in the subdivision. The primary dwelling, exclusive of one (1) story open porches, open carports and garages shall meet all specifications required by South Alabama building codes, and must comply with guidelines as created by the Architectural Review Committee as established by the Board of Directors of the Association. No window unit air conditioners shall be placed in any house. All houses shall be connected to water and a sewer system and to electricity prior to occupancy. All utilities connected to any structure on a Lot must be underground. All carports and garages must be approved by the Board of Directors of the Association prior to construction of such carport or garage.

Article XI
Parking

11.01 All Lots shall provide parking for a minimum of two (2) vehicles, and for vehicles only. No vehicle parking on the street is allowed. Parking of vehicles shall not be allowed on vacant

sites, lawns or patios. An owner of a boat on a trailer may keep the boat on a trailer in his concreted parking area so long as the boat on the trailer is kept clean and maintained. No boats on trailers parking on the street is allowed. Parking of boats on trailers shall not be allowed on vacant sites, lawns or patios. Boats on trailers may utilize the Common and Storage Area on a first come first served basis. Failure to comply with this restriction will result in a fine of Fifty Dollars (\$50.00) under the terms and right to enforce compliance by the Board of Directors as set out in the Declaration of Restrictive Covenants, Conditions and Restrictions, and any amendments thereto.

Article XII
Decking and Patio

12.01 Each mobile home must have front and back steps and decks made of pressure-treated wood or brick and masonry. The front deck must be a minimum of one hundred (100) square feet and the rear deck a minimum of ten (10) square feet. In lieu of decks, lot owners may install concrete patios. Failure to install a front or back deck and failure to adhere to minimum square footage and/or easement dimensions will result in a fine of Fifty Dollars (\$50.00) per month.

Article XIII
Registration

13.01 All manufactured and mobile homes must conform to permits, registration and licensing as required by all applicable governmental entities.

Article XIV
Skirting, Landscaping and Driveway

14.01 All mobile homes must be skirted within thirty (30) days of being placed in the Subdivision. Skirting must be approved by the Architectural Committee. All lot areas abutting the roadway shall be improved with a cement driveway and each lot area shall be properly landscaped prior to receiving a Certificate of Occupancy. Any lot having a mobile home installed must meet the described skirting and driveway installation. Failure to meet these requirements within a thirty (30) day period will result in the following penalties: (i) Landscaping: Fifty Dollars (\$50.00); (ii) Skirting: Fifty Dollars (\$50.00); and, (iii) Driveway: Five Hundred Dollars (\$500.00).

Article XV
Building Location

15.01 Setback lines, as shown on the recorded plat of the Subdivision, must be adhered to.

Article XVI
Garbage and Refuse Disposal

16.01 No lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Each Lot Owner shall maintain on the Lot an area screened from view from any street where trash and refuse containers may be stored. Trash containers shall be stored from view except on days designated as trash pick-up days. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No Lot or homeowner shall use any portion of his or her Lot for the collection or storage of trash, garbage, old parts, old equipment or other unsightly articles except as provided in these Restrictive Covenants, Conditions And Restrictions. No lumber, metals or other bulk materials shall be allowed to accumulate on any Lot so as to be visible from the street or any neighboring Lot.

Article XVII
Storage Shed and Fences

17.01 No shed or other outbuilding shall be permitted without consent of Architectural Review Committee. Fencing shall be allowed, but only of chain-link or like material and such fence shall no exceed four feet (4') in height.

Article XVIII
Nuisances

18.01 No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance, or nuisance, to the neighborhood. No Lot or homeowner shall be allowed to use property for such activities as parking trailers, inoperable motorhomes, cars or trucks not in use or for repairs of same. Parking of all vehicles shall be limited to the paved areas of a Lot.

Article XIX
Temporary Residence

19.01 No trailer, basement, tent, shack, garage or other outbuildings erected or placed on any Lot, shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Motorhomes, campers, recreation vehicles and/or trailers may **NOT** be kept on premises.

Article XX
Oil and Mineral Operations

20.01 No oil, exploration, drilling, oil development, operations, oil refining, quarrying, mining or excavation operations of any kind shall be permitted upon or below any Lot, nor shall oil wells, tanks, tunnels, mineral explorations or shafts be permitted upon or below any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil, gas or other highly flammable materials, other than that stored in small containers for household use, shall not be stored in barrels or drums on any Lot.

Article XXI
Signs and Mailboxes

21.01 No signs of any kind shall be displayed to the public on any Lot except one (1) sign of not more than four (4) square feet advertising the property for sale or rent. All mailboxes shall be uniform and must be approved by the Board of Directors of the Association.

Article XXII
Animals

22.01 A reasonable number of dogs, cats and other domesticated animals may be kept by each Lot Owner provided they are not kept, bred or maintained for any commercial use or purchase and do not contribute as annoyance or nuisance to the neighborhood. Any such pet kept by a Lot Owner shall be kept inside the residence and shall be on a leash or within a fenced area when outdoors.

Article XXIII
Utility And Drainage Easements

23.01 Permanent and perpetual easements are reserved, as shown on the said recorded subdivision plat, for installation and maintenance of utilities and drainage facilities and for fences and landscaping.

Article XXIV
Easements

24.01 All easements shown on the recorded Plat of the Subdivision are hereby adopted as part of these restrictions, and all Lots in the Subdivision shall be subject to such easements. The undersigned Owner of the Subdivision reserves unto itself, and the successors and assigns of the

undersigned Owner, the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and road and easements shown on the recorded Plat of the Subdivision. No warranty, either expressed or implied is made by the Developer, or subsequent builders as to the design, adequacy or continuing function of easements, streets, sewer system, utilities, drainage or other improvements which have been constructed and approved by the proper governing authorities and utility companies, and have been dedicated to and accepted for maintenance by said authorities or made subject to control and maintenance by the Homeowners Association for the Subdivision.

Article XXV
Maintenance of Property

25.01 All structures, improvements, yards, driveways and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the Subdivision. Rights of way between any Lot line and the shoulder of the roadway shall be maintained by the Lot Owner abutting said right of way. In the event improvements including but not limited to, streets, side-walks or gutters, shall be damaged, the improvements shall be repaired, replaced or removed within a reasonable time by the Association, however the costs of such repair, replacement and removal shall be paid by the responsibility of Owner.

Article XXVI
Clothes Lines

26.01 No outside clothes line shall be permitted in the Subdivision.

Article XXVII
Satellites and Antennas

27.01 Satellite dishes are allowed provided they are no larger than eighteen inches (18") in diameter. No antennas are allowed in the Subdivision.

Article XXVIII
Enforcement

28.01 It is hereby stipulated that all of the aforesaid restrictions shall constitute covenants running with the land, and that they are hereby created for the benefit of and shall be fully binding upon all persons and entities now or hereafter owning property in said Subdivision, and upon their

heirs, successors, administrators and assigns, including Owners and their heirs, successors and assigns, until modified or cancelled as provided herein. The Board of Directors of Lagoon Mobile Home Property Owners' Association, Inc., or the Owner of any Lot in said Subdivision shall have and is hereby granted the right to enforce compliance on the part of any other Owner of any Lot in said Subdivision, by whatever legal means may be available, with any or all of the restrictions contained in these Restrictive Covenants, Conditions And Restrictions, and may recover damages, including reasonable attorneys fees, to the extent suffered by such Owner for the violation by such other Owner of any or all of said restrictions. In the event that the Board of Directors of Lagoon Mobile Home Property Owners' Association, Inc. determines, by a majority vote of the Directors, that a Lot Owner is in violation of any covenant established herein, and such Owner, after reasonable notice of such a determination, fails to remedy the violation within fourteen (14) days of the date of said notice, the Board of Directors is hereby authorized to impose a reasonable fine for such violation. Should any such fine be imposed and remain unpaid for a period of fourteen (14) days following the sending of notice of such imposition of fine to the Owner, the Association shall have a lien on the Lot of such Owner for the unpaid balance of the fine. Said lien shall be treated in all respects in the manner a lien for assessments is treated as set forth in Paragraph 4. of these Restrictive Covenants, Conditions And Restrictions. The Board of Directors shall review, following the expiration of each thirty (30) day period after the imposition of the initial fine, the efforts of the violating Owner to comply with these Covenants and remedy the violation and determine at that time whether imposition of additional fines is appropriate, such additional imposition being hereby expressly authorized. The Association shall have a lien for additional unpaid fines in the same manner as the lien for the initial fine.

Article XXIX

Time Limitations and Renewal of Covenants

29.01 These Restrictive Covenants, Conditions And Restrictions shall run with the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots in the Subdivision and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from date these Restrictive Covenants, Conditions And Restrictions are recorded, after which time these Restrictive Covenants, Conditions And Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by majority of the then Owners of the Lots in the Subdivision has been recorded agreeing to change said Covenants in whole or in part; provided, however, that at any time during the force and continuance of these Restrictive Covenants, Conditions And Restrictions the then Owners of at least two-thirds ($\frac{2}{3}$) of the Lots in the Subdivision may, by written instrument recorded in the public records of

Baldwin County, Alabama, modify, amend or waive compliance with same.

Article XXX
Severability

30.01 Invalidation of any of these Covenants by Judgement or Court Decree shall in no way affect any of the other provisions of these Restrictive Covenants, Conditions And Restrictions which shall remain in full force and effect.

Article XXXI
Miscellaneous

31.01 Violation of these Restrictive Covenants shall not work a reversion or a forfeiture of estate, but they may be enforced in law or equity by any person owning an interest in property within the subdivision. In any litigation involving these restrictive covenants the court may, in its discretion, require the non-prevailing party to pay the reasonable attorneys fees of the prevailing party.

31.02 These Restrictive Covenants shall run with the Lot and Properties and shall be binding upon any and all persons acquiring an interest therein.

31.03 These Restrictive Covenants may be amended, altered or annulled at any time by the written consent of the City of Gulf Shores together with the written consent of the Owners holding at least seventy-five percent (75%) of the votes of the Association. Such consent shall be in the form necessary for recordation in the Probate Office of Baldwin County, Alabama, and shall be effective upon recordation of the same in that office.

31.04 Should any provision, clause, restriction, limitation or condition of these Restrictive Covenants be declared to be unenforceable, against public policy, illegal or inconsistent with or contrary to the Constitution or laws of the United States, or the Constitution or laws of the State of Alabama, by any court of competent jurisdiction or by a legislative declaration by the United States Congress or the legislature of the State of Alabama, the other provisions, clauses, restrictions, limitations and conditions shall in no way be affected, altered or invalidated.

31.05 No approval of plans, location or specification shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that said residence will comply with applicable federal, state or local governmental laws, regulations and ordinances (and each Owner shall be responsible for ensuring that his plans,

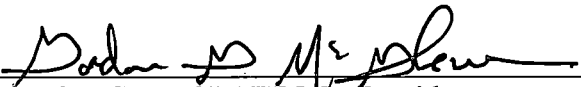
specifications, piers, walkovers and any other matters regulated by law, and construction pursuant thereto as well as the use of his Lot comply in all respects with all federal, state or local governmental laws, regulations and ordinances). Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Architectural Review Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised, or approved, under these covenants nor for any defects and construction pursuant to such plans and specifications. The Lot Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Architectural Review Committee and the Developer harmless for any failures thereof caused by the Lot Owner, architect, or builder.

31.06 This Declaration shall be enforceable by the Developer, the Architectural Review Committee, or any Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages; a failure by any party to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

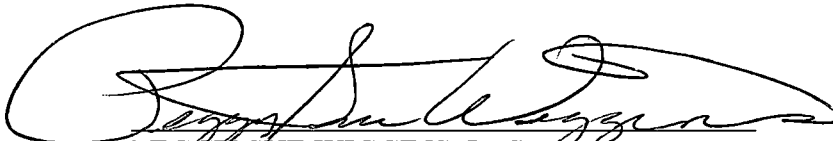
31.07 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the Lot and Properties.

IN WITNESS WHEREOF, the Declarant has caused this Restated Declaration of Restrictive Covenants, Conditions and Restrictions of Lagoon Mobile Home Subdivision to be executed this 16th day of March, 2019.

LAGOON MOBILE HOME PROPERTY
OWNERS' ASSOCIATION, INC.


BY: GORDON G. McGLAWN, Its President

ATTESTED:


BY: PEGGY SUE WIGGINS, Its Secretary

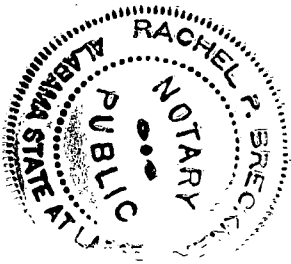
STATE OF Alabama)
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that GORDON G. McGLAWN, whose name as President of Lagoon Mobile Home Property Owners' Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 15th day of March, 2019.


Notary Public

My Commission Expires: 11/20/22



STATE OF Alabama)
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certifies that PEGGY SUE WIGGINS, whose name as Secretary of Lagoon Mobile Home Property Owners' Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 16th day of March, 2019.

My Commission Expires
11/20/2021

Sarah M. Thompson
Notary Public

My Commission Expires: _____

This Instrument Prepared By:

Daniel H. Craven, Esq.

Daniel H. Craven, P.C.

P.O. Drawer 4489

Gulf Shores, AL 36547

Voice: 251-968-8170

Fax: 251-968-4837

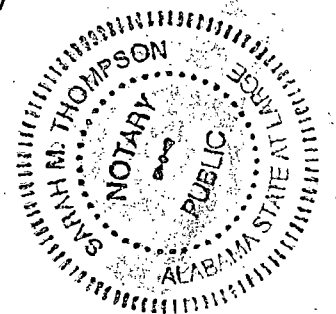


EXHIBIT A

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
RESTATED DECLARATION OF RESTRICTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAGOON MOBILE HOME SUBDIVISION**

Real Property

Commence at the intersection of the East boundary line of Section 14, Township 9 South, Range 3 East, Baldwin County, Alabama with the Northerly right of way of Dixie Graves Parkway and run South 85 degrees 00 minutes West along said right of way a distance of 1324.9 feet to an existing iron pin on the Point of Beginning; thence run South 85 degrees 00 minutes West continuing along said right of way a distance of 658.1 feet to an existing concrete monument; thence run North along the West boundary line of the First half of the Southwest Quarter of the Southeast Quarter of Section 14, a distance of 1076.2 feet to an existing concrete monument; thence run North 89 degrees 21 minutes 40 seconds East along the North boundary line of said half Quarter-Quarter Section a distance of 650.9 feet to an existing iron pin; thence run South 00 degrees 15 minutes 49 seconds East a distance of 1025.9 feet to the Point of Beginning. Being located in the East half of the Southwest Quarter of the Southeast Quarter of Section 14, Township 9 South, Range 3 East, Baldwin County, Alabama.