

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTION, EASEMENTS AND AGREEMENTS**

**For**

**LOKEYS LANDING SUBDIVISIONS OF WILSONVILLE, ALABAMA**

**Revision 1, March 2022 to Shelby County**

**Insturment Number 20210507000229330**

(changed lines have vertical lines in left Margin)

**STATE OF ALABAMA**

**SHELBY COUNTY**

This Declaration is made this 16 day of March, 2022 by Lokeys Landing, LLC, an Alabama Limited Liability Corporation (the "Seller"), for the purpose of establishing certain easements, covenants, restrictions, and limitations to run with the land:

WHEREAS, Sellers are the sole fee simple owners of certain property located in Shelby County, Alabama, described as Lokeys Landing (the "Property"), and Seller has subdivided portions of the Property into lots (the "Lots") as shown and described on the Survey of Lokeys Landing as recorded in Map Book 54, Page # 36A and 36B in the office of the Judge of Probate of Shelby County, Alabama (the "Subdivision");

Where the Seller desires to develop the property into a residential subdivision to be known as Lokeys Landing and to subject each of the said Lots in said Property to the conditions, limitations, and restrictions as set forth in this Declaration of Protective Covenants, Restrictions, Easements, and Agreements for Lokeys Landing (the "Declaration");

WHEREAS, the Seller reserves the right to submit any portion of the Property that it desires to be a part of the residential development to the Subdivisions known as Lokeys Landing and to subject that portion of the Property submitted to the terms and conditions of the Declaration and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, the Seller does, by the recording of this Declaration, declare, and make the Subdivision and each of the Lots therein subject to the protective covenants, conditions, and limitations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the property in a desirable and uniform manner, and of all which shall run with the land and shall be binding upon all parties having or acquiring right, title or interest in the Property, and shall insure to be benefit of and shall be binding upon each successor in interest and to the owners thereof.

1. Zoning and Specific Restrictions. The general covenants, restrictions, and easements herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws (Town of Wilsonville and Shelby County), or the laws, rules or regulation of any governmental authority,



or by specific restrictions imposed by any deed. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deeds, or the general covenants, restrictions and easements shall be taken to govern and control.

Lokeys Landing subdivision is currently zoned as E1 --Single Family Estate District by the Town of Wilsonville.

2. Land Use. All Lots in the Subdivision shall be used for single-family residence. Any lot used for business or commercial purposes must have limited customer, worker, and vendor traffic and storage of materials, equipment, and product such that it does not take away from the residential appearance of the lot. The exception is Lot 1, 2 and 11 which may be used for normal agricultural usage as long as it adheres to other provisions in this Declaration. Limited livestock and garden/orchard usage are permitted on all Lots as long as limitations in this Declaration are followed.
3. Structures. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than a detached, single-family dwelling not to exceed two and a half stories in height excluding basement, one (1) detached garage, a single bedroom guest house, boat dock, pool and pool house, and one (1) barn. Additional structures must be approved by the Architectural Review Board. Foundations of structures must be out of the Alabama Power Company flood plain easement of 401' MSL. The Lowest finished floor elevation of livable space shall be 1 foot above the Base Flood Elevation (BFE) for the location. At the time of the final plat approval the BFE is 399.4 to 399.7 feet. Consult the Town of Wilsonville for the current BFE. All structures proposed below the APC easement elevations must be approved by Alabama Power Company and the structure must meet the Town of Wilsonville's Flood Damage Prevention Ordinance.

Barndominiums (a single structure which combines a living area with a barn/storage area to the house normally on the bottom level for animals/equipment/work area) may be approved by the ARB for construction on all lots provided they meet all requirements of external governing bodies( city and county codes, Alabama Power Company policies, etc) and requirements of this document (specifically sections 25-28). The ARB may require extra screening of shrubs and lattice to obstruct the view from the roads or water front.

4. Minimum House Size. The main house on lots off the main channel (Lots 2, 11-25 ) shall have more than 1800 square feet on the main floor. Single floor main house on lots on the main channel (Lots 1, 3-10, and 25-37 ) shall have a minimum of 2600 square feet on the main floor. Multilevel homes on lots on the main channel shall have a minimum of 2250 square feet on the main floor and at least 800 square feet on the second level. This square footage is exclusive of basement, garages, porches, or any unheated areas.
5. Plans for Dwellings and Other Buildings. Prior to the commencement of construction or modification of any dwelling or outbuilding to be located on any Lot in the Subdivision, the owner thereof must submit plans to the Architectural Review Board (the "ARB"), established pursuant to Section 37(d) and 38(d) below, plans, specifications, architectural drawings, grades and locations for such building(s). All plans must be submitted and approved by the Architectural Review Board prior to issuance of a building permit by the Town of Wilsonville, Alabama. Plans will be reviewed and approved in accordance with the restrictions set forth herein.



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The ARB shall not accept any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other factors. No member of the ARB or the Developer shall be responsible in any way for any failure of structures or improvements to comply with the requirements of this Declaration, any defects in any plans and specifications submitted, nor for any structural or other defects in any work done according to such plans and specifications, and all persons submitting any such plans and specifications, and all persons relying thereon agree not to sue or claim against the ARB or the Developer for any cause arising out of these matters and hereby agree to release the ARB or the Developer from any and every such cause.

Failure of any Lot owner to obtain the approval of the ARB for any construction of or alteration to any building on any Lot, will subject such Lot owner to any penalty the ARB sees fit to impose, after a due process hearing, including but not limited to removal of the building or alteration.

6. Construction Time Restrictions. Construction of the main house must be completed within five years of purchase of the Lot. Lot 2 is excluded from this five year requirement. See details in the sales transaction documentation. The primary dwellings must have a certificate of occupancy within on (1) calendar year of initial date of satisfactory inspection of poured footings or slab foundation.
7. Exterior Design. The construction of or change or alteration to the exterior design of the dwelling or building located on any Lot in the Subdivision shall be subject to the approval by the ARB. Materials designed specifically for exterior siding such as wood siding, brick, vinyl, Hardiplank (concrete) siding, stucco, and stone are preferred. The use of particle board, card board, and plywood for any exterior siding fascia is prohibited on any portion of any building on any Lot in the Subdivision unless approved by the ARB.
8. Temporary Structures. Except for the construction and development activities of Developer or an approved builder, no temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures unless approved by the ARB.

Unoccupied campers owned by the lot owner may be stored on site after house construction if approved by the ARB. Two or less short term visitor campers are permitted as long as the total visit is less than one month a year.

Greenhouses are allowed but must be approved by the ARB with regard to appearance, size, and location. Green houses must be maintained to meet the initial ARB approval or must be removed.

9. Silt Protection. Silt protection is in accordance with best practices as specified at time of permitting. Compliance is the responsibility of the lot owner. Any fines and cost to comply will be the responsibility of the lot owner and not the developer.
10. Wetlands Protection. Some of the lot shoreline may have small wetland areas protected by law and managed by the Shoreline Management office of Alabama Power Company. Modification to the shoreline and disturbance of the vegetation in the water may be prohibited. Owners must check with Shoreline Management before changes are made and are responsible for compliance .



11. Docks, Ramps, and Dredging. Alabama Power Company Shoreline Management Office manages the construction of docks, ramps, fills and dredging less than 100 cubic yards. Permits approvals must be approved before work begins. Larger fills and dredging are managed by the Corp of Engineers. Lot owners are responsible for compliance.
12. Field Lines. Sewage treatment is by field lines and is permitted on approval by the Shelby County Health Department.
13. Fences, Walls and Hedges. No fences, walls, or hedges around the exterior of a Lot shall be constructed on residential lots unless first approved by the ARB. The approval by the ARB shall be governed by the functionality, safety, and aesthetics.
14. Garage Doors. Garage doors shall either remain closed most of the time or the entries shall not be viewable from the streets, lake or other houses in the subdivisions.
15. Fuel Storage. Fuel Storage containers shall be screened from view from the streets, lake or other houses in the subdivisions.
16. Sea Walls. All sea walls shall conform to Alabama Power Company Shoreline limitations
17. Mailboxes. All mailboxes shall be in conformance with US Postal regulations.
18. Swimming Pools. Swimming pools and pool houses shall be approved by the ARB. Swimming pools will be constructed, fenced, protected, and maintained in a safe manner.
19. Play Equipment. Play equipment shall be well maintained, safe, and visually pleasing.
20. Signs. No signs of any kind shall be placed on the Lot except signs of not more than five square feet to advertise the Lot for sale or builder's signs during construction.
21. Wood Piles. Wood piles of wood used for heat shall be screened from public view from the roads and lake. Wood piles from land clearing should be removed within three months in a safe and appropriate manner.
22. Landscaping. All yards and agricultural areas will be landscaped with grass or sod and shall be attractively maintained. Any natural areas will also be attractively maintained. Any Lot used for sod farming will adhere to this except after harvesting.
23. Satellite Dishes, Antennas. No satellite dishes in excess of 36 inches in diameter are permitted on any lot without prior approval of the ARB. All radio and television antenna, radio receiver, Satellite dishes in excess of two per house, or other similar devices or aerials shall also be approved by ARB.
24. Solar Collecting Systems. Solar collecting systems may be installed on the roof or on the lot as long as visually pleasing and approved by the ARB.
25. Storage of Large Equipment and Vehicles. Storage of commercial, construction, and excavating, vehicles and equipment is limited to periods while deliveries and construction are performed. Farm equipment used for the mini farm portion of the lot must be screened from the public and adjacent lots while in storage. No equipment or vehicles may be parked on the road on a



permanent or routine basis. Further, no disabled vehicles shall be parked on any portion of the Lot unless contained in a closed garage.

26. Water Craft. Boats, trailers and other water craft must be screened from the streets, Lake and adjacent Lots unless parked in docks. They are not permitted to be parked on any street.
27. Large Livestock. Except for Lot 2, lots may not have more than two (2) large animals (horses, llamas, cows, etc.) and no (0) swine. One additional offspring (colt, calf, etc) of less than two years in age is permitted for each of the two large animals. Large animals are not permitted on any lot without a residence unless it is on a lot owned by the same owner and contiguous to said owners Lot with a residence. Large animals shall be penned and maintained in pastures and barns that are 400 feet away from the Lake. Corrals, stables, and barns shall be outside of drainage ways and pond areas and lower portions shall be screened from the road. Lots configured such that property does not extend 400 feet from water may not have any large livestock. No feed lots for large animals are permitted on any lot to include Lot 1, 2 and 11.
28. Small Livestock. Not more than 10 small livestock animals such as goats, sheep, poultry, or other non-domestic animals may be kept on any Lot. Small livestock must be penned and maintained 400 feet from the Lake. Barns shall be outside of drainage ways and pond areas and lower portions shall be screened from the road. Lots configured such that property does not extend 400 feet from water may not have any small livestock. No feed lots or commercial poultry houses for small animals are permitted on any lot to include Lot 1, 2 and 11.
29. Domestic Animals. Not more than ten (10) in total dogs, cats, birds, reptiles, or other domesticated household pets may be kept so long as they are restricted to their owners property, do not cause disruptive noise or odors, are leashed, under control when not on their owners property, and are not kept, bred, or maintained for commercial purposes. Use of invisible fences is encouraged.  
  
Bees are limited to no more than three hives for family unless more are approved by the home owners association and must be 15 feet from any property line.
30. Animal Exceptions. The homeowners association shall have the authority to approve applications by any homeowner for the raising or keeping of living creatures otherwise prohibited by this section, such approval shall be limited to a maximum of two (2) years (or shorter time if the association desires), a new application and approval are required to extend any approval past its expiration date.
31. Animal Control. If any animal becomes obnoxious or a nuisance to any residents or makes loud and disruptive noises, the Owner or person having control of the animal shall be given written notice by the Association to correct the problem. If not corrected, the owner, upon written notice, will be required to remove the animal from the properties. Dogs shall be kept on leashes when outside the exterior boundaries of the owner's Lot. Damages to any easements, right-of-way, common area or lot of other owners, including non-removal of fecal matter, shall be considered the same as improper maintenance of the Owner's premises as prohibited by section 34 of this declaration and the remedies for such damages shall be recoverable as stated therein including liens for non-payment of such charges. The Association may adopt rules and regulations to supplement this covenant.
32. Garbage and Refuse. No lumber, metals or bulk materials shall be kept, stored or allowed to accumulate on any Lot within the Subdivision, 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 pickups and in accordance with the provisions thereof. 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 must be placed in sanitary containers. Such sanitary containers should be placed in the open only on the day that a pickup is to be made at such place on the Lot as to provide access to the person making such pickup. At all other times, such containers shall be stored in such a manner as not to be seen from the street and animals are not capable of scattering.

33. Noise. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, music players, televisions, amplifiers, engines, and any other instruments or devices in such manner as may disturb Owners, tenants, guest or occupants of other Lots.

34. Nuisance. No obnoxious, offensive or illegal activity shall be carried on upon any Lot within the Subdivision nor shall anything be done on any Lot within the Subdivision which may become an annoyance or nuisance to other Lot owners.

No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors that will or might disturb the comfort or serenity of the occupant of surrounding Lots.

35. Oil, Gas, and Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral evacuations or shafts be permitted on any Lot.

36. General. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the aesthetics of the Subdivision.

37. Establishment. Operation and administration of the Property shall be performed by Lokeys Landing Homeowners Association, an unincorporated association ("Association"). The powers and duties of the Association shall include the following:

(a) The Association shall have the right to make annual assessments against Lot owners of the Subdivisions of Lokeys Landing for the purpose of paying expenditures arising from the maintenance of the common areas of the Subdivision. Further, the Association may, upon a simple majority vote of the members thereof, make additional assessments to pay for expenses arising from the common and beneficial use of any part of the Subdivision, including but not limited to any entrance to the Subdivision, signs or other expenditures of a common beneficial nature.

(b) The Association shall have the right and authority to place liens against the Lot or any lot owner who fails to pay annual or additional assessments. The association shall have the right to bring legal action to a resident in violation of this declaration.

(c) Upon a simple majority vote of the members of the Association, the Association shall have the authority to borrow funds to pay for such expenditures as may be authorized by the provisions of this Declaration.

- (d) The Association shall have the authority to appoint an Architectural Review Board as set forth in Section 38(d) below to determine what construction may be undertaken or what changes, modifications, additions and improvements may be made to the Lots in the Subdivision.
- (e) The Association shall have any other authority granted to it by a 60% vote of the members of the Association and approval of the Developer during the period of Developer Control (as defined in 38 (b) below).
- (f) The members of the Association shall consist of all record owners of the Lots. Change of membership in the Association shall be established by recording in the public records of Shelby County, Alabama, the deed or other instrument establishing record title to a Lot and delivery to the Association of a copy of such instrument; the Lot owner designated by such instrument thereby becoming a record owner and a member of the Association. Membership of the prior owner shall thereby be terminated. The vote of a member for a Lot shall be cast by the record owner thereof or a person holding a duly authorized proxy of the record owner. Each Lot owner shall be entitled to one vote for each Lot owned and Developer shall retain one vote for each unsold Lot.

### 38. Government of the Association.

- (a) The business and affairs of the Association shall be managed by or under the direction of its Board of Directors. The number of directors of the Association shall consist of not less than three (3) nor more than five (5) directors with the exact number to be fixed from time to time by the members holding a majority of the votes of the Association. The initial Board of Directors shall consist of three (3) directors. The directors shall serve for a period of three (3) years and shall be replaced by calling and holding a meeting for such purpose at the end of such three-year term. There shall be no limitation on the number of terms a Board member may serve.
- (b) Notwithstanding the provisions set forth above, the Developer, its successors and assigns, shall elect the members of the Board of Directors of the Association until such time as three quarters of Lots in the Subdivision, or any expansion thereof, are sold to owners other than the Developer or any partner thereof. This period shall be known as "Developer Control". The Developer may, at its option, however, elect to terminate control of the Association prior to the sale of three quarters of the Lots in the Subdivision, or any expansion thereof. After the developer controlled period, directors will be nominated and elected by the majority of the Lot owners.
- (c) A regular meeting of the Board of Directors shall be held at least annually, at which time the Board of Directors shall determine the amount of the annual assessment to be paid by the Lot owners to the Association. Any vacancy occurring in the Board of Directors may be filled by a majority of the remaining directors until the meeting regularly scheduled to elect a new Board of Directors is held.
- (d) The Board of Directors shall appoint at least three (3) members of the membership to serve on the Architectural Review Board (the "ARB") after the period of Developer Control shall terminate. Any member of the Board of Directors may also serve on the ARB provided the other members of the Board of Directors unanimously

agree to such appointment. The term of each member of the ARB shall be three (3) years with no limitations on the number of years a member might serve. During the period of Developer Control, the members of the ARB shall be appointed by the Developer. The affirmative vote of a majority of the members of the ARB shall be required for approval.

39. Assessments.

- (a) By acceptance of a deed for a Lot in the Subdivision, whether it shall be so expressed in such deed is deemed to be a covenant and agreement to pay to the Association annual and additional assessments as shall be determined by the Association. The annual and any additional assessments, together with interest, costs and reasonable attorney's fees shall be a lien upon the Lot against which such assessments shall be made, and shall further be a personal obligation of the person or persons who are or were the owner or owners of such Lot at the time such assessment was made. The personal obligation is for delinquent assessments and shall not pass to the successor in title of any Lot owner unless expressly assumed by such successor; however, the lien against the Lot shall remain in effect until paid.
- (b) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Lot owners and for the purpose of maintaining the Common Area in Lokeys Landing and any other property or thing which is found to be for common beneficial use.
- (c) The annual assessment as described herein shall commence as to all Lots at the time of closing the sale of a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto and the due dates thereof shall be established by the Board of Directors.

Any assessment not paid within thirty (30) days after the date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against any Lot owner or person obligated to pay the same or may foreclose its lien against the Lot by the commencement of a civil action. No Lot owner may waive or otherwise avoid or escape liability for the assessment provided for herein by non-use of the property which is being constructed, repaired, or maintained or by abandonment of such owner's Lot.

- (d) The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage.
- (e) Any conveyance, whether voluntarily, involuntarily or by operation of law shall not affect the lien of assessment and no sale or transfer will relieve any Lot owner from personal liability for any assessments becoming due prior to such sale or transfer.

40. Grantee's Acceptance. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained.



41. Indemnity For Damage. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to pay and indemnify Developer for any damage caused by such owner, or the contractors, agents or employees of such owner to roads, streets, gutters, walkways or other aspects of common use, including all surfacing thereon or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer, or for which Developer has responsibility at the time of such damage.

42. Severability. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from, the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provisions or restriction in this Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

43. Captions. The captions preceding the various sections and subsections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

44. Effects of Violations on Mortgage Liens. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Subdivision; provided, however, that any mortgagee in actual possession or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Lot owner in the Subdivision.

45. No Reverter. No restrictions herein intended to be, or shall constitute a condition subsequent or to create a possibility of reverter.

46. Duration and Amendment. The covenants and restrictions contained in this Declaration shall run with the land and bind all Lots in the Subdivision as it may be expanded, shall inure to the benefit of and shall be enforceable by Developer, the Association, the ARB and the owner of any Lot included in the Subdivision, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2030, after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless by a simple majority vote of all the Lot owners, the Declaration is terminated. This Declaration may not be amended in any respect except by the Developer during the period of Developer Control, and thereafter upon a simple majority vote of the Lot owners and by the execution of an instrument signed by the Board of Directors, which instrument shall be filed in the Office of the Judge of Probate of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

47. Enforcement. In the event of a violation or breach of any of these restrictions or any amendments hereto by any Lot owner or employee, agent, or lessee of such owner, the owners of Lots, Developer, the Association, the ARB, their successors and assigns of any party to whose benefit these covenants and restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to initiate an available remedy set forth herein shall be held to be a



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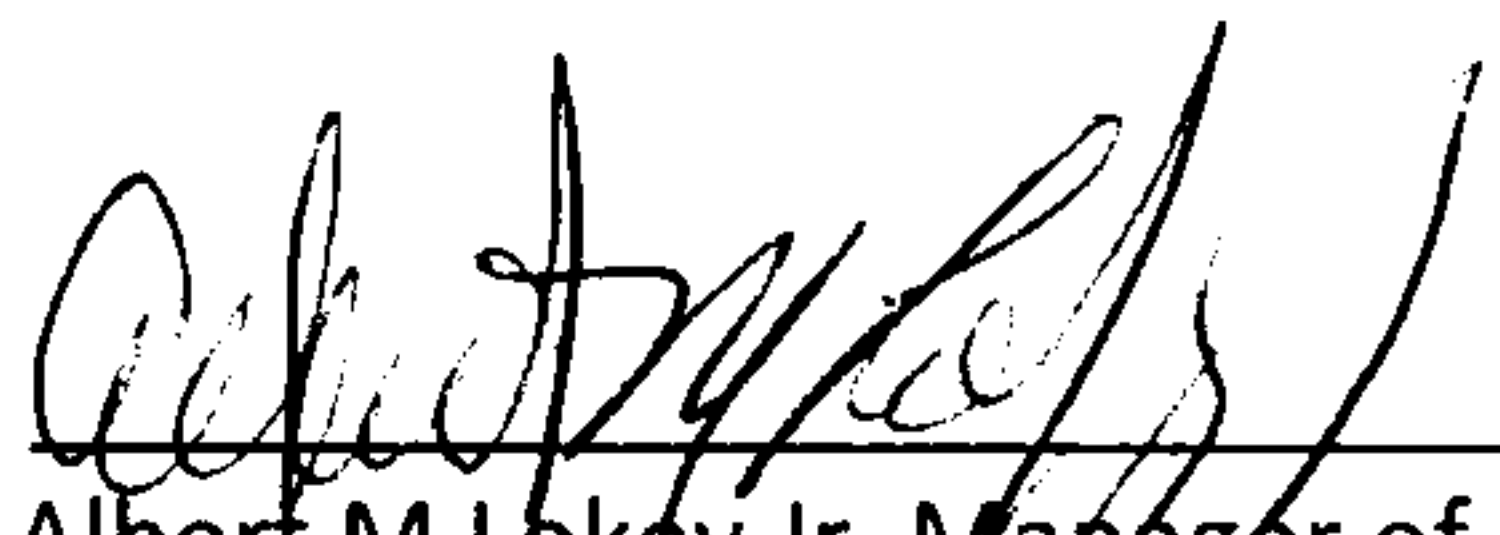
waiver of that party or an estoppels of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

48. No Waiver. The failure of any party entitled to enforce any of the covenants and restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Section 5 of this document shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these covenants and restrictions.

49. Roads and Other Improvements. The Developer reserves the right to make any road improvements or other improvements in any portion of the Subdivision, including specifically, any portion of the Subdivision which joins the remainder of the Property. Further, the Developer reserves the right to change the present road or street grades, if necessary, without liability to the owner of any Lot for any claim for damages.

IN WITNESS WHEREOF, the undersigned as Manager, of the developer has caused this Declaration to be executed on this 16 day of March, 2022.

Lokey's Landing LLC.  
an Alabama LLC

By:   
Albert M Lokey Jr, Manager of Lokey's Landing LLC



STATE OF TENNESSEE  
KNOX COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Albert Lokey Jr whose name as Manager of Lokey's Landing, an Alabama LLC, is signed to the foregoing Declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such Manager, with full authority executed the same voluntarily.

Given under my hand and seal this 16<sup>th</sup> day of March, 2022

  
NOTRY PUBLIC

My Commission Expires: 5/6/23

