

**DECLARATION OF RESTRICTIONS,  
CONDITIONS, AND EASEMENTS**  
**FOR**  
**LAKE POINTE AT GOOSE POND**

This Declaration, made as of the 5<sup>th</sup> Day of October, 2006 by St. Christopher Point, L.L.C., an Alabama Limited Liability Company ("The Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property situated in Jackson County, Alabama, described as Lake Pointe at Goose Pond ("the Subdivision") as shown on the plat recorded in the Office of the Judge of Probate of Jackson County, Alabama, in Cabinet B Slide 18B (the Plat"); and

WHEREAS, Declarant desires to subject the Subdivision to the following covenants, conditions, restrictions, and easements for the benefit of the property and its present and subsequent owners;

NOW, THEREFORE, Declarant hereby declares that the Subdivision, and each of its lots and other land, shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements ("the Covenants"), which shall attach to and run with the land, and shall be binding on all parties having any right, title, or interest in any lot or parcel contained within the Subdivision, and/or their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, as follows:

1. Residential Use Only: No lot shall be used except for residential purposes, and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height. Two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit. This shall not, however, prevent the construction of a separate freestanding garage, boathouse, pier, dock, gazebo, or other outbuildings approved by the Architectural Control Committee.

2. Architectural Control:

(a) No home, garage, carport, pier, boathouse, dock, gazebo, mailbox, or other building shall be erected, placed, or altered on any lot until the construction plan and specifications have been approved by the Architectural Control Committee ("the Committee"). No garage or carport shall face or open to the street without the prior written approval of the Committee. In addition to the foregoing information, each lot owner shall submit to the Committee for its approval the colors of the exterior walls and roof of any boathouse, pier, or other water use facility. *Also*, the location and other details of any pier or boathouse on the lot or adjoining TVA land shall be subject to the approval of TVA.

(b) All decisions submitted to the Committee under the Covenants shall be decided in its absolute discretion and shall be final, and no owner nor any other party shall have recourse against the Committee for its approval or refusal to approve any such plans and specifications or plot plan. The Committee approval or disapproval as required in these covenants shall be in writing. If the Committee fails to approve or disapprove any plans and specifications within twenty-one (21) days of written submission to the Committee, the same shall be deemed approved.

3. Dwelling Quality and Size: The heated and cooled area of the main structure, exclusive of open porches, terraces, basements, carports, and garages, shall be not less than one thousand eight hundred (1,800.00) square feet. However, the main level of any two-(2) story residence must contain a minimum of one thousand two hundred (1,200) square feet. All dwellings shall be constructed with quality workmanship and materials substantially the same or better than those required by the International Code Council currently in force and effect at the time of construction. No mobile homes or modular homes shall be allowed on any lot, either permanently or temporarily.

4. Exterior: Exterior material and color of the house and roof are subject to Committee approval. There shall be no exposed concrete block or split-faced block visible from any direction.

5. Building Location: No building shall be located on any lot nearer to any lot line than provided in the City of Scottsboro zoning or building requirements, for the applicable zoning. For the purpose of this covenant, eaves and steps shall not be considered part of a building; provided, however, that this provision shall not be construed to permit any portion of a building (such as eaves or steps) on a lot to encroach upon another lot. Whenever, in the opinion of the Committee, the topography or size or shape or physical condition of any lot requires it, the Committee may, in its sole discretion, permit or allow variations or modifications of the provisions in Paragraph 3 and/or in this paragraph; provided, however, that such modifications or variations do not violate any zoning or other ordinance of the City of Scottsboro.

6. Temporary Structures: No structure of a temporary character, including but not limited to trailers, campers, tents, shacks, garages, barns, or other outbuildings, shall be permitted on any lot at any time.

7. Subdivision of Lots: No lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, except that a lot may be divided for the purpose of combining a portion of a lot with another whole lot for use as a building site for a single dwelling. Two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit.

8. Nuisances: No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No outside clotheslines shall be permitted. No window air conditioning units shall be permitted. All premises shall be kept in a clean and attractive manner, and no refuse piles or unsightly objects shall be allowed to remain on any lot. Garbage cans, equipment, doghouses, woodpiles, or storage piles must be concealed by hedges, lattice work, or screening acceptable to the Committee.

9. Livestock and poultry: No animals will be permitted on any lot except household pets. No livestock, swine, goats, geese, ducks, peacocks, or other poultry shall be kept on any lot or tract. No animals of any kind shall be raised, bred, or maintained for any commercial purpose.

10. Signs: No sign of any kind shall be displayed to public view on any lot except:

- (a) one identification sign not over eight square feet advertising the property for sale or rent or
- (b) signs used by a builder to advertise during the construction period.

11. Oil and Mining and Mineral Operations: No drilling or refining, quarrying, or mining operations of any kind shall be permitted on, in, or under any lot, nor shall any wells, tanks, tunnels, excavations, or shafts be permitted on, in, or under any lot. No derrick or other structure or equipment designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. Commercial Vehicles and Repairs of Automobiles, Equipment and Machinery: No trucks, boats, trailers, commercial-type vehicles, motor homes, campers, construction equipment, mobile homes, or trailers of any kind shall be stored or parked on any tract except in a designated area approved by the Committee, nor shall they be parked on any street within the Subdivision, except while engaged in transporting to or from a residence in the Subdivision. No repair or maintenance of vehicles shall be allowed on any lot or street in the Subdivision with the exception of minor or emergency repairs.

13. Garbage and Refuse Disposal: No lot or other property in the Subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary and sightly containers. All equipment for the storage or disposal of such material shall be kept in a clean, sightly, and sanitary condition.

14. Sewage Disposal: No individual sewage disposal system shall be permitted on any tract. Each lot owner shall connect to the sewer system currently being installed and shall be responsible for paying any and all associated fees to the Homeowners Association.

15. Utilities Serving the Premises: All utilities serving buildings located on any lot must be located underground; provided, however, that this provision shall not prohibit the erection of temporary above-ground utilities incident to the construction of buildings or structures approved by the Committee. No wells may be drilled, created, or maintained on any lot.

16. Walls and Fences: No chain link fence shall be allowed. No boundary wall or fence shall be constructed so as to extend in front of any residence. No fence shall be permitted on any lot until the height, type, design, and approximate location shall have been approved in writing by the Committee.

17. Land Elevation and Landscape Plan: No substantial changes in the elevations of any lot or the flow or capture of surface water on said lots shall be made without the prior written approval of the Committee. A detailed landscaping plan in conformity with TVA requirements and ADEM "Best Management Practices" must be approved by the Committee prior to the commencement of any work. Lot owners are strongly encouraged to utilize natural landscaping. No clear-cutting of trees is allowed, other than for the actual location of the house or other approved structure. Any tree larger than eight (8) inches in diameter measured three (3) feet from the ground may not be removed unless approved by the Committee. Lot owners shall not allow, at any time, the height of the grass growing on his lot to exceed six inches (6") or some different uniform height later determined by the Committee. If grass exceeds this requirement, after notice, the Home Owner's Association or the Committee can have the grass cut and charge the Lot Owner twice the amount paid for the service.

18. Construction Debris: Owners of lots or tracts shall be responsible for keeping all debris, including but not limited to dirt and mud, off of the street during construction. All builders and/or owners shall provide and use proper receptacles or gathering places for all trash, debris, and waste material during construction. The exterior of each house, the driveway, and all landscaping must be completed on or before the expiration of one (1) year from commencement of construction.

19. Architectural Control Committee: The Architectural Control Committee is composed of T. Mandell Tillman, Mitchell E. Kessler, and Ken Williams until 90% of the lots are sold or until any or all of them shall voluntarily resign, whichever first shall occur. Their successors, at that time, shall be elected by the Homeowners Association. Each lot shall be afforded one vote, such that those who own multiple lots shall be afforded voting interests based upon their ownership interest per lot. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Subject to the approval of the City of Scottsboro, the Committee shall have the power to alter set back lines on corner lots and other irregularly shaped lots when in its sale judgment said alteration will not adversely effect the value of adjoining property or conflict with zoning regulations.

20. Committee Procedure: The Committee's approval or disapproval, as required in the Covenants, shall be in writing and shall be given within twenty-one (21) days of submission. No building activities may commence until the Committee has issued its written approval or the twenty-one (21) days have expired.

21. TVA Shoreline Management Policy: Any alteration to the shoreline and all piers, docks, or boathouses must conform to the TVA standards and TVA Shoreline Management Policy effective November 1, 1999 and must be located as specified by TVA.

22. Term: These covenants are to run with the land and be binding on all lot owners and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of these covenants. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of a majority of the lots has been recorded agreeing to change said covenants in whole or in part. Once a ten-(10) year extension period beings, said covenants cannot be changed until the next extension date. Each lot shall be afforded one vote, such that multiple owners shall be afforded voting interest based upon their ownership interest per lot.

23. Easements:

(a) Easements for installation and maintenance of drainage facilities are reserved as shown on the Plat. No structures, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow or drainage channels in easements, or that may obstruct or retard the flow of water through drainage channels in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to vacate and relocate any drainage facilities shown on the Plat.

(b) Declarant reserves the right to grant such utility easements as are necessary to provide utility services to dwellings constructed on any lot.

(c) Developer reserves an easement for ingress, egress, and landscaping, which will later be transferred to the Home Owner's Association, over and across any and all Common Areas and that portion of all Lots and rights-of-way from the curb to a line twenty-five feet (25') from, and parallel to, the curb. Developer and Home Owner's Association shall install and maintain all landscaping within this easement area, and the cost of the maintenance will be part of the Home Owner's Association dues.

24. Maintenance: Each lot owner shall properly maintain his yard and keep his yard free of trash and other unsightly material.

25. Right-of-Way Maintenance: Unless done by the Lot Owners Association, each Lot Owner shall have responsibility to landscape and maintain that portion of the right-of-way between the paved area and his lot line in the same manner as he landscapes and maintains his lot.

26. Diseases or Insects: No lot owner shall permit any thing or condition to exist upon any property owned by him which shall induce, breed, or harbor infectious plants, diseases, or noxious insects.

27. Satellite Dishes: All satellite dishes must be less than twenty (20) inches in diameter and shall only be placed in a location approved by the Committee; provided, however, that if changes in technology (e.g. HDTV) result in different size dishes, the committee may change this provision to accommodate such changes. All outside antennas, ham radio antennas, and microwave transmission antennas are prohibited.

28. Damage or Destruction: In the event of damage or destruction to any structure within the Subdivision, the owner of said lot agrees as follows:

(a) In the event of total destruction, the owner of the lot shall promptly clear the lot of debris and leave the same in a neat and orderly condition until such time as he might elect to rebuild or reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Committee; and

(b) In the case of partial damage or destruction, the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and the structure restored to its condition prior to such damage.

29. Fuel Storage Tanks: No fuel storage tank of any type (e.g. LP, propane, or butane tank) shall be installed or maintained on any lot.

30. Omitted

31. Lot Owners Association :

(a) Declarant shall cause to be formed a non-profit corporation named Lake Pointe at Goose Pond Lot Owners Association, Inc. ("the Owners Association") which shall be charged with the responsibility for the administration of the common affairs of Lots 1-30 of the Subdivision.

(b) The Owners of any Lot in the Subdivision shall be deemed by virtue of such ownership to have membership in the Owners Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

(c) Declarant shall transfer or convey ownership of all common areas in the Subdivision (as shown on the plat of the Subdivision, recorded in Cabinet B Slide 08B Probate Office, Jackson County, Alabama), to the Owners Association subject to the following:

(d) Lot Owners shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in a lot, the vote for such lot shall be exercised, as those owners shall among themselves determine. In the event of a dispute among the several owners as to the exercise of their vote, the vote with respect to that lot shall be suspended until such time as the owners agree among themselves as to the casting of such vote.

(e) The Owners Association may suspend the voting rights of owners and the right of owners to the Common areas of the Subdivision, (i) for any period during which assessments for common or other expenses provide herein or in the Owners Association's Articles of Incorporation remain unpaid and (ii) for a reasonable period of time for an infraction of the rules and regulations of the Owners Association.

(f) Commencing on January 1, 2006, and, unless amended by a majority vote of Owners Association members, on January 1 each year thereafter, owners of each lot (other than Declarant) shall pay Five Hundred and no/100 Dollars (\$500.00) to provide funds necessary for furthering general purposes of the Owners Association, including but not limited to payment of insurance, utilities, sewer fees, maintenance, upkeep, and similar expenses associated with the common areas of the Subdivision. The entire amount for the first year shall be collected at the closing of the Lot.

(g) Any assessment which is not paid in full by the date specified shall be delinquent. Any assessment which is delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Owners Association may from time to time determine. If the assessment is not paid when due, a lien shall attach, and shall include late charges, interest upon the principal amount due, all cost of collection, and reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety days, the Association may institute suit to collect such amounts and to foreclose its lien. Each owner or occupant, by acceptance of a deed, or as a party to any other type of conveyance, vests in the Association and its agents the right and power to bring all actions against them personally for the collection of such charges as a debt, or to foreclose the aforesaid lien in the same manner as other liens for improvements to real property. The lien provided for in this article shall be in favor of the Owners Association and shall be for the benefit of all other owners. The Owners Association, acting on behalf of the owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No owner may waive or otherwise exempt himself, herself, or itself from liability for the assessments provided for herein, including by way of illustration, but not limitation, by non-use of common property or abandonment of a lot. No diminution or abatement or setoff shall be claimed or allowed by reason of any alleged failure of the Owners Association to take some action or perform some function required to be taken or performed by the Owners Association under this Declaration, the Articles of Incorporation, or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Owners Association, or from any action taken to comply with any law, ordinance, or with any order or directive, of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Lot owner. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, and then to delinquent assessments. The Owners Association or its designee may compile a list of owners who are delinquent in the payment of any assessment to the Owners Association, which list may indicate, without limitation, the lot, owner, occupant, and delinquent amount. Such list may be posted in a prominent place within the Subdivision and/or be placed in a newspaper or newsletter published by the Owners Association.

(h) The Owners Association shall maintain and keep in good repair the common property and shall be responsible for maintaining appropriate insurance coverage in force and in effect (i) insuring all improvements on any other associated common property and (ii) insuring against liability of the Owners Association, its members, and Declarant.

32. Enforcement of Covenants: The covenants shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in the Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening such restrictions and recover any damages suffered by them from any violation of such restrictions, including but not limited to the recovery of a reasonable attorney's fee incurred in connection with enforcement of the restrictions.

33. Severability: Invalidation of any one of the Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. Septic System:

a. All lots and structures constructed thereon shall connect to the existing low-pressure wastewater system within the Subdivision. Each Lot owner is responsible for all costs associated with connecting to the wastewater system; including acquiring and installing a residential grinder pump. The grinder pump system shall be manufactured by Environmental One Corporation (or approved equal). The system shall be a complete factory built and tested simplex grinder pump station consisting of a grinder pump suitably mounted in a basin constructed of high-density polyethylene. The pump shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG) and 9 GPM against a total dynamic head of 138 feet (60 PSIG). One grinder pump station shall be required for each lot. At the time of connection to the low-pressure wastewater system, the property owner shall notify the Scottsboro Waterworks, Sewer and Gas Board of such connection, and submit to the Scottsboro Waterworks, Sewer and Gas Board's

inspection of all components connected to the wastewater system. A property owner cannot install a septic tank and leach field on any Lot or other portion of the Subdivision for any purpose.

b. Each Lot owner shall maintain his/her private side sewer line for his/her structure to Lake Pointe where joint usage among homeowners commences. The cost of any repairs of the side sewer lines from the property owner's respective real properties to Lake Pointe where joint usage commences shall be the sole responsibility of each such property owner and shall not be shared jointly.

c. The Developer/Homeowner's Association shall be responsible for the costs of maintenance and repair of the low pressure wastewater system from the connector point where joint usage commences to Lake Pointe of connection to the Scottsboro Waterworks, Sewer and Gas Board's mainline sewer. Likewise, the Developer/Homeowner's Association shall be responsible for all fees and charges resulting from the connection to the Board's mainline sewer.

d. It is expressly understood and agreed that the Scottsboro Waterworks, Sewer and Gas Board shall in no way be responsible for the operation, maintenance, or repair of the privately owned low pressure wastewater system within the Subdivision but shall be responsible for sewer system components downstream of the magnetic flowmeter or other suitable device specified by the Board to determine the rate of usage from the Subdivision.

e. The Developer/Homeowners' Association shall install and thereafter calibrate, maintain, or replace, if necessary, a magnetic flowmeter or other suitable device specified by the Scottsboro Waterworks, Sewer and Gas Board to determine the rate of usage from the subdivision to the Board's mainline sewer system.

f. To the extent required by ADEM regulations, the Developer/Homeowners' Association shall engage the services of an Alabama Department of Environmental Management (ADEM) Certified Wastewater System Operator to inspect the low-pressure wastewater system as required by ADEM (If ADEM DOES NOT require inspection of this type system it will not be necessary to employ the services of a certified wastewater System Operator). The costs, if any, associated with the operator shall be borne by the Developer/Homeowners' Association. All service and repairs to the wastewater system shall be made by qualified repairpersons licensed and bonded to do such work. The cost of any such repair shall be borne by the Developer/Homeowners' Association.

g. All equipment, piping and appurtenances that are part of the wastewater system shall meet the published requirements and standards of the Scottsboro Waterworks, Sewer and Gas Board.

The above terms and conditions regarding the usage of the privately owned low-pressure wastewater system shall apply equally to any future subdivision or development which may utilize or tie-in to the existing system for which these covenants apply.

NOTE: Any provision above that provides for "Developer/Homeowners' Association" responsibility, shall be divided so that Developer shall be entirely responsible for any and all repair, replacement, maintenance, and other obligations specified above during the first 12 months of the operation of the system, and the Home Owners' Association shall be entirely responsible for any and all repair, replacement, maintenance, and other obligations specified above arising after the system has been in operation for 12 months. As between the Developer and Homeowners' Association, the Homeowners' Association shall be responsible for payment of the monthly sewer charges during all periods of time.

35. Weed Control: The owners Association shall provide maintenance control of aquatic vegetation in and around Lake Pointe at Goose Pond as it deems appropriate. Such weed control shall be performed in a manner approved by TVA, the Corps of Engineers, and any other governmental entity having authority, either now or in the future. The weed control required shall be to perform any and all steps necessary or appropriate, in its discretion, to keep the weeds under control, so long as those steps and the weed control program are allowed by the TVA, the Corps of Engineers, and any other governmental entity having authority.

IN WITNESS WHEREOF, the said party of the first part has caused this deed to be signed and its corporate seal affixed hereto on this the 5<sup>th</sup> day of ~~September~~, 2006.

*October*

ST. CHRISTOPHER POINT, LLC

BY: Tillman Family Partnership, Ltd, its Member

BY: Tillman Management Services, Inc., its General Partner

BY: *T. Mandell Tillman*

(Seal)

T. MANDELL TILLMAN, Its President

STATE OF ALABAMA )

COUNTY OF JACKSON )

document

I, the undersigned, a Notary Public in and for said county and state, hereby certify that T. MANDELL TILLMAN whose name as President of Tillman Management Service, Inc., as General Partner of Tillman Family Partnership, Ltd., as Member of St. Christopher Point, L.L.C., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such President and with full authority, executed the same voluntarily for and as the act of said corporation, limited partnership, and limited liability company.

Given under my hand and seal this the 5<sup>th</sup> of ~~September~~, 2006.

*October*

*T. Mandell Tillman*  
NOTARY PUBLIC  
My Commission Expires: 1/24/2010

This instrument prepared by Wright & Wright, P.C., 2313 Worth Street, Guntersville, Alabama.  
(By preparing same the scrivener does not expressly or by implication give any opinion or warranty as to the status of the title of the property conveyed herein.)

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
2006 OCT -5 AM 10:29  
U.C. FILE NUMBER OR  
REC. BA. & PG. AS SHOWN  
*Wayne A. Henderson*  
JUDGE OF PROBATE

Fee  
Rec. 300  
Index 2100  
Mtg. Tax 400  
Deed Tax  
Misc.  
TOTAL 2800