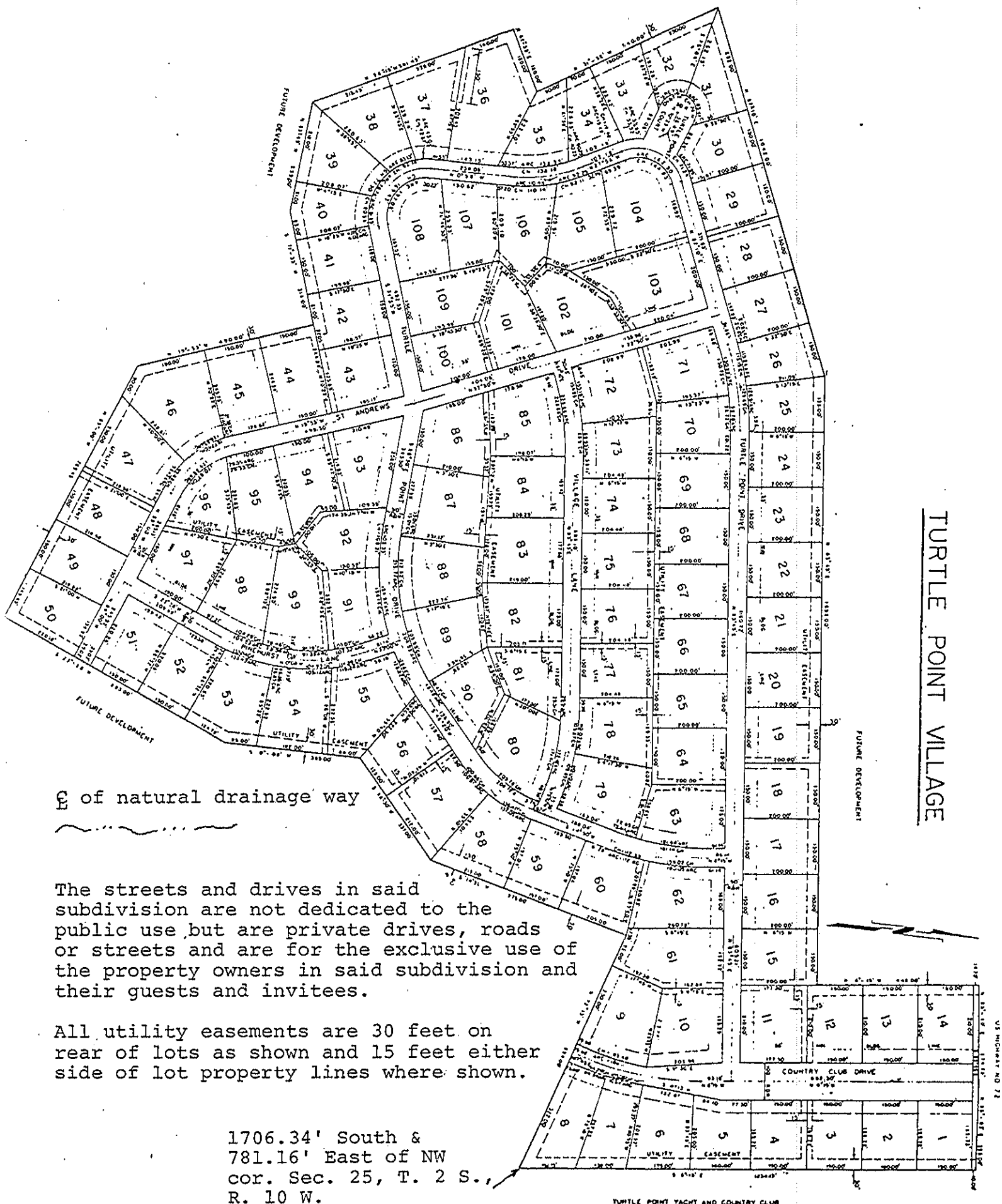


TURTLE POINT VILLAGE



of natural drainage way

The streets and drives in said subdivision are not dedicated to the public use but are private drives, roads or streets and are for the exclusive use of the property owners in said subdivision and their guests and invitees.

All utility easements are 30 feet on rear of lots as shown and 15 feet either side of lot property lines where shown.

1706.34' South &
781.16' East of NW
cor. Sec. 25, T. 2 S.,
R. 10 W.

NOTE: Plat showing at reduced scale Turtle Point Village, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 43.

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

3314

TURTLE POINT VILLAGE
PROTECTIVE COVENANTS

TURTLE POINT VILLAGE, INC., owner of all of the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by W. M. Paxton, Jr., C.E., known and designated as TURTLE POINT VILLAGE, said map and plat to be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby impose on all of the lots in said plat and the property described in the attached Exhibit "A" the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties owning any land within the property herein described until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or the Turtle Point Village Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to

recover damages for such violation, or both, and in the event of a breach of said covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another lot or parts of several lots as hereinafter provided and except that on Lots 4, 5 and 6, as shown on the map of said proposed subdivision prepared by William M. Paxton, Jr., C. E., multifamily units shall be permitted/ No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 100 feet and the lot has a minimum square footage of 15,000 square feet.

2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an outbuilding. A temporary building is permitted during the construction of a residence. [No tennis court will be allowed without approval of the Architectural Control Committee, and no tennis court lighting shall be allowed without such written approval. All mail boxes shall be approved by said Committee.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two-story residences in the Subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20-foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.

7. The Architectural Control Committee is composed of Bobby Mitchell, Nelda Stephenson and Wayne D. Rutledge. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. (See par. 21)

8. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above.

10. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than two square feet. The subdivision developers may have one large sign 30 feet x 15 feet advertising the subdivision.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in 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.

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12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

13. No wire or cyclone fence shall be permitted at the front of any lot nearer to the street than the back side of the house, and any such fence, wall, or other fence to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

14. No motor vehicles, boats, mobile homes or campers shall be kept on any lot for a period in excess of thirty days unless kept in a garage completely enclosed.

15. No radio or TV antenna shall have a height in excess of 10 feet above the highest point of the roof of the house on each lot.

16. No storage tanks of any kind shall be permitted above ground.

17. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises. No garbage incinerators shall be permitted.

18. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations

over 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Turtle Point Village Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

21. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time.

INC.,
IN WITNESS WHEREOF, TURTLE POINT VILLAGE, a corporation,
has caused this instrument to be executed by its President and

VO: 1126 23/0 61

attested by its Secretary on this, the 23rd day of January, 1978.

TURTLE POINT VILLAGE, INC.

BY [Signature]
Its President

Attest:

[Signature]
Its Secretary

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, Jesse A. Kelly, a Notary Public in and for said County in said State, hereby certify that W. Lee Butler, Jr., whose name as President of Turtle Point Village, Inc., a corporation, is signed to the foregoing protective covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this, the 23rd day of Jan, 1978.

[Signature]
Notary Public

EXHIBIT "A"

A tract of land partly in Section 25 and partly in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows, to-wit: Begin at a point on the South line of U. S. Highway No. 72 at the NW corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on 27th day of September, 1961, said deed of conveyance being filed in the Probate records of Lauderdale County, Alabama, in Book 747 at pages 311-315; run thence South 6 degrees 15 minutes East along the West line of said Turtle Point tract for 1234.12 feet to a point; run thence North 72 degrees 15 minutes West for 694 feet to a point; run thence South 14 degrees 50 minutes West for 575 feet to a point; run thence South 48 degrees 20 minutes West for 337 feet to a point; run thence South 0 degrees 08 minutes West for 365 feet to a point; run thence South 23 degrees 28 minutes West for 695 feet to a point; run thence South 76 degrees 50 minutes West for 375 feet to a point; run thence North 7 degrees 38 minutes East for 495.06 feet to a point; run thence South 72 degrees 05 minutes West for 425 feet to a point; run thence North 19 degrees 33 minutes West for 490 feet to a point; run thence South 71 degrees 35 minutes West for 314 feet to a point; run thence North 85 degrees 45 minutes West for 299 feet to a point; run thence North 26 degrees 15 minutes West for 581.45 feet to a point; run thence North 62 degrees 35 minutes East for 180 feet to a point; run thence North 31 degrees 32 minutes West for 540 feet to a point; run thence North 67 degrees 10 minutes East for 1042 feet to a point; run thence North 83 degrees 45 minutes East for 1658 feet to a point; run thence North 6 degrees 15 minutes West for 442 feet to a point on the South line of U. S. Highway 72; run thence along the South line of said highway North 83 degrees 40 minutes East for 274.78 feet to a point; continue thence along said highway North 85 degrees 03 minutes East for 225 feet to the point of beginning. Said tract contains 100 acres, more or less. LESS AND EXCEPT a tract of land in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Begin at a point on the South line of U. S. Highway No. 72 at the Northwest corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on the 27th day of September 1961, said deed of conveyance being filed in the Probate Records of Lauderdale County, Alabama, in Book 747, Pages 311-315; run thence South 6 degrees 15 minutes East along the West line of the said Turtle Point tract for 1,234.13 feet to a point; run thence North 72 degrees 15 minutes West for 694.0 feet to a point; run thence South 14 degrees

50 minutes West for 575.0 feet to a point; run thence South 48 degrees 20 minutes West for 337.0 feet to a point; run thence South 0 degrees 08 minutes West for 365.0 feet to a point; run thence South 23 degrees 28 minutes West for 695.0 feet to the point of beginning of the tract herein described; thence South 76 degrees 50 minutes West a distance of 375.0 feet to a point; thence North 7 degrees 38 minutes East a distance of 216.46 feet to a point; thence South 69 degrees 00 minutes East a distance of 360.32 feet to the point of beginning of the tract therein described, containing .871 acres, more or less.

A tract of land in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Begin at a point on the South line of U. S. Highway No. 72 at the Northwest corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on the 27th day of September, 1961, said deed of conveyance being filed in the Probate Records of Lauderdale County, Alabama in Book 747, Pages 311 through 315; run thence South 6 degrees 15 minutes East along the West line of the said Turtle Point tract for 1,234.13 feet to a point; run thence North 72 degrees 15 minutes West for 694.0 feet to a point; run thence South 14 degrees 50 minutes West for 575.0 feet to a point; run thence South 48 degrees 20 minutes West for 337.0 feet to a point; run thence South 0 degrees 08 minutes West for 365.0 feet to a point; run thence South 23 degrees 28 minutes West for 695.0 feet to a point; run thence South 76 degrees 50 minutes West for 375.0 feet to a point; run thence North 7 degrees 38 minutes East for 216.46 feet to the point of beginning of the tract herein described; thence continuing North 7 degrees 38 minutes East a distance of 278.60 feet to a point; thence South 72 degrees 05 minutes West a distance of 425.0 feet to a point; thence South 69 degrees 00 minutes East a distance of 405.13 feet to the point of beginning of the tract herein described, containing 1.226 acres, more or less.

STATE OF ALABAMA
 LAUDERDALE COUNTY, PROBATE COURT
 I hereby certify that the foregoing instrument was
 filed to record in this office on January 23, 1978
 at 11:00 o'clock and duly recorded in Volume 1055-64
 Deed Tax \$..... Mfg. Tax..... Fee.....

William H. Lewis Judge of Probate

STATE OF ALABAMA X

LAUDERDALE COUNTY X

: 2811

AMENDMENT TO PROTECTIVE COVENANTS
OF
TURTLE POINT VILLAGE

WHEREAS, heretofore, on the 23rd., day of January, 1978, Turtle Point Village, Inc., did execute and impose certain protective covenants, by written instrument which is filed in the Probate Office of Lauderdale County, Alabama in Volume 1126, pages 1055-106, inclusive., on that certain property described as Exhibit "A" attached to the aforesaid written instrument, and

WHEREAS, Turtle Point Village, Inc., the owner of the property described in the aforesaid Exhibit "A" wishes to amend said protective covenants, and modify those previously imposed as herein set out.

NOW, THEREFORE, in consideration of the premises and in order to protect the owners of the property now and in the future the undersigned Turtle Point Village, Inc., does adopt the preamble in the aforesaid instrument in every respect, and does further adopt the additional covenants herein set out, and does further amend and modify the aforesaid covenants as hereinafter provided.

Covenant 3 is amended as follows:

(a) All mail boxes must be of a uniform size and shape and the design and location of the same must be approved by the Architectural Control Committee before the same is installed by any resident.

Covenant 4 is deleted as presently written and the following is placed in lieu thereof:

4. DWELLING QUALITY AND SIZE. (i) No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two-story residences in the subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

(ii) The foregoing requirement as to square feet may be waived if the persons or entities who own the six nearest lots to the lot in question agree, in writing, that because of the unique design, quality, and size of the proposed dwelling, its erection will in no way harm or depreciate the other residences in said subdivision, and said consent is in writing and the waiver is concurred in by the Architectural Control Committee.

(iii) No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

(iv) No carports or garages facing the street shall be permitted unless they have at least 20 feet floor service width. Such garages must have electronic automatic doors, and said doors must remain closed at all times, except when actually entering or exiting the carport.

(v) All driveways must be of concrete and when driveways are installed, street curbs must be sawed and neatly finished.

Covenant 12 is amended, as follows:

All animals and pets that are allowed under this covenant must be kept on a leash or in an enclosure, and no animal or pet shall be allowed that constitutes an annoyance or nuisance in the neighborhood.

Covenant 13 is stricken and deleted as presently written, and the following is placed in lieu thereof:

13. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises.

Covenant 14 is stricken and deleted as presently written, and the following is placed in lieu thereof:

14. No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within an enclosed garage, nor shall any such vehicles, boats, motor homes, campers, trucks or trailers be allowed to park on any street in said subdivision overnight or for any extended period and only temporary parking of such vehicles shall be allowed.

Covenant 15 is stricken and deleted as presently written and the following is placed in lieu thereof:

15. No visible radio or T.V. antenna shall be attached or affixed to any part of the residential dwelling or any appurtenant structure, and all T. V. or radio towers must be of a size, shape and location as approved by the Architectural Control Committee, in writing, before their installation.

Covenant 17 is stricken and deleted as presently written, and the following is placed in lieu thereof:

17. Clothes lines, drying yards, or any other fixture for the drying of clothes are expressly prohibited. No garbage incinerator shall be permitted.

Covenant 21 is amended by adding the following:

No building shall be occupied during construction. No construction shall be commenced between December 15th, and March 1st, following.

The following additional covenants are hereby imposed:

22. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where thereon. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out.

23. No swimming pool or tennis court shall be erected or constructed without the express permission, in writing of the Architectural Control Committee, and the location and use of the same shall be such as not to constitute a nuisance or annoyance to the neighborhood.

Vol 1149 Page 275

IN WITNESS WHEREOF, TURTLE POINT VILLAGE, INC., a corporation, has caused this instrument to be executed by its President and attested by its Secretary on this, the 30th day of November, 1978.

TURTLE POINT VILLAGE, INC.

BY [Signature]
Its President



ATTEST

[Signature]
Its Secretary

STATE OF ALABAMA X

LAUDERDALE COUNTY X

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that whose name as President of Turtle Point Village, Inc., a corporation, is signed to the foregoing protective covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this, the 30th day of November, 1978.

[Signature]
Notary Public

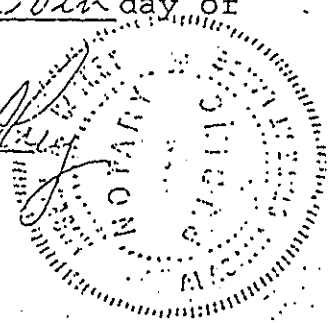


EXHIBIT "A"

A tract of land partly in Section 25 and partly in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows, to-wit: Begin at a point on the South line of U. S. Highway No. 72 at the NW corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on 27th day of September, 1961, said deed of conveyance being filed in the Probate records of Lauderdale County, Alabama, in Book 747 at pages 311-315; run thence South 6 degrees 15 minutes East along the West line of said Turtle Point tract for 1234.12 feet to a point; run thence North 72 degrees 15 minutes West for 694 feet to a point; run thence South 14 degrees 50 minutes West for 575 feet to a point; run thence South 48 degrees 20 minutes West for 337 feet to a point; run thence South 0 degrees 08 minutes West for 365 feet to a point; run thence South 23 degrees 28 minutes West for 695 feet to a point; run thence South 76 degrees 50 minutes West for 375 feet to a point; run thence North 7 degrees 38 minutes East for 495.06 feet to a point; run thence South 72 degrees 05 minutes West for 425 feet to a point; run thence North 19 degrees 33 minutes West for 490 feet to a point; run thence South 71 degrees 35 minutes West for 314 feet to a point; run thence North 85 degrees 45 minutes West for 299 feet to a point; run thence North 26 degrees 15 minutes West for 581.45 feet to a point; run thence North 62 degrees 35 minutes East for 180 feet to a point; run thence North 31 degrees 32 minutes West for 540 feet to a point; run thence North 67 degrees 10 minutes East for 1042 feet to a point; run thence North 83 degrees 45 minutes East for 1658 feet to a point; run thence North 6 degrees 15 minutes West for 442 feet to a point on the South line of U. S. Highway 72; run thence along the South line of said highway North 83 degrees 40 minutes East for 274.78 feet to a point; continue thence along said highway North 85 degrees 03 minutes East for 225 feet to the point of beginning. Said tract contains 100 acres, more or less. LESS AND EXCEPT a tract of land in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Begin at a point on the South line of U. S. Highway No. 72 at the Northwest corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on the 27th day of September 1961, said deed of conveyance being filed in the Probate Records of Lauderdale County, Alabama, in Book 747, Pages 311-315; run thence South 6 degrees 15 minutes East along the West line of the said Turtle Point tract for 1,234.13 feet to a point; run thence North 72 degrees 15 minutes West for 694.0 feet to a point; run thence South 14 degrees

STATE OF ALABAMA
 LAUDERDALE COUNTY, PROBATE COURT
 I hereby certify that the foregoing instrument was
 filed to record in this office on Dec 21 1978
 2:14 PM and duly recorded in Vol 1149 Page 277
 Deed Tax \$... Mig. Tax... File 7-50

VOL 1149 PAGE 277

William Blum Judge of Probate

Filed, December 21, 1978.

2992

STATE OF ALABAMA)
LAUDERDALE COUNTY)SECOND AMENDMENT TO PROTECTIVE COVENANTS
OF TURTLE POINT VILLAGE

WHEREAS, heretofore on the 23rd day of January, 1978, Turtle Point Village, Inc. did execute and impose certain protective covenants, by written instrument which is filed in the Probate Office of Lauderdale County, Alabama, in Volume 1126, Pages 1055-106, inclusive, on that certain property described as Exhibit "A" attached to the aforesaid written instrument, and

WHEREAS, said protective covenants were amended by a separate instrument executed on the 30th day of November, 1978, said instrument being recorded in Deed Volume 1149, Pages 273-277, inclusive, and

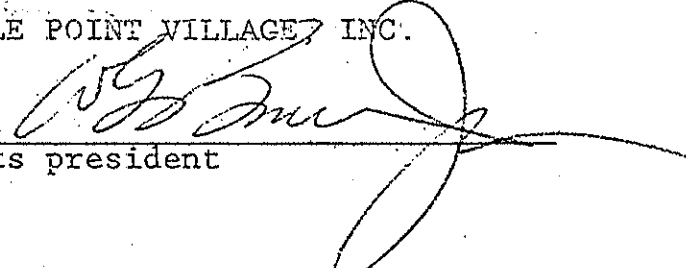
WHEREAS, the undersigned individuals and corporate entities own and have title to all the property located on the property described in Exhibit "A" and are desirous of further amending said covenants.

NOW, THEREFORE, in consideration of the premises and in order to protect the owners of the property now and in the future the undersigned do further amend and modify the covenants as hereinafter provided:

Covenant 21 as amended is modified by striking and deleting therefrom the following: "No construction shall be commenced between December 15th, and March 1st, following."

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 9th day of January, 1980.

TURTLE POINT VILLAGE, INC.

by 
its president

CENTRAL BANK OF ALABAMA, N.A.

by [Signature]
its V.P.

ATTEST:

WITNESS: [Signature]

[Signature]
Harold G. Peck

[Signature]
Patricia H. Peck

[Signature]
Joe F. Cobb

[Signature]
Jacqueline M. Cobb

[Signature]
Ronald E. Warren

[Signature]
Shelby H. Warren

[Signature]
Donald L. Johnson

[Signature]
Kathy D. Johnson

[Signature]
James C. Spencer

[Signature]
Sherry M. Spencer

[Signature]
Walter A. Dodgen

[Signature]
Janice M. Dodgen

[Signature]
James Henry Foster, Jr.

[Signature]
Glenda D. Foster

James L. Wayland
James Lee Wayland

Shirley A. Wayland
Shirley A. Wayland

Willard W. Truitt, Jr.
Willard W. Truitt, Jr.

Martha L. Truitt
Martha L. Truitt

James H. Johnson
James H. Johnson

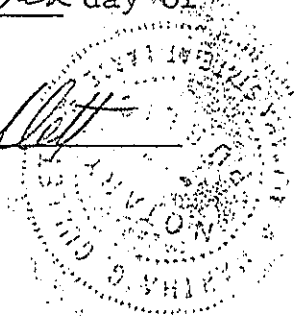
Lynn P. Johnson
Lynn P. Johnson

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that W. S. Butler, Jr. whose name as President of Turtle Point Village, Inc. a 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of December, 1979.

Martha L. Gullett
Notary Public

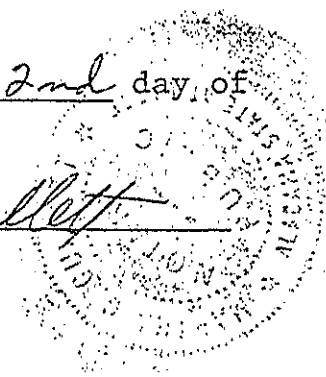


STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Dan M. David whose name as Vice President of Central Bank of Alabama, N.A., a 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 2nd day of January, 1980.

Martha L. Gullett
Notary Public

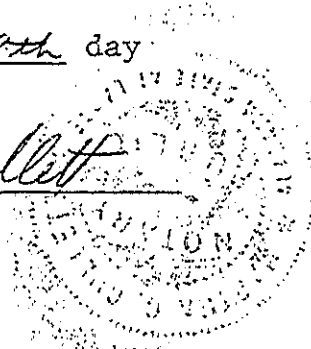


STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Harold G. Peck and wife, Patricia H. Peck, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of December, 1979.

Martha H. Gullett
Notary Public

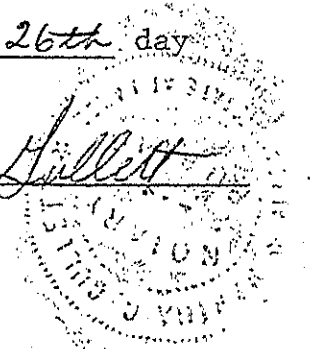


STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Joe F. Cobb and wife, Jacqueline M. Cobb, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of December, 1979.

Martha H. Gullett
Notary Public

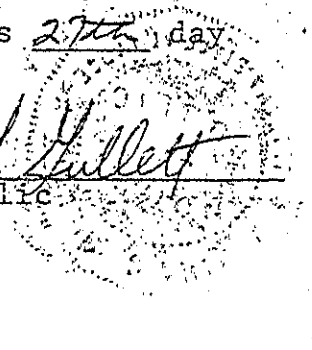


STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Ronald E. Warren and wife, Shelby H. Warren, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of December, 1979.

Martha H. Gullett
Notary Public



STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Donald L. Johnson and wife, Kathy D. Johnson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1979.

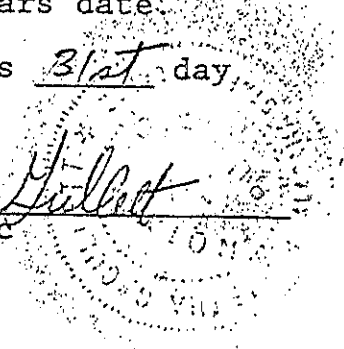
Martha H. Gullett
Notary Public

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James C. Spencer and wife, Sherry M. Spencer, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1979.

Martha J. Gullett
Notary Public

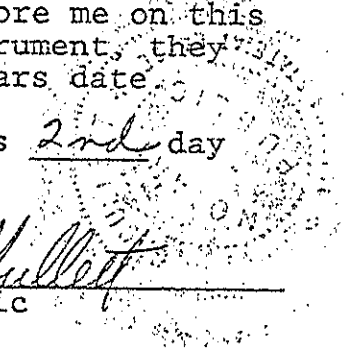


STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Walter A. Dodgen and wife, Janice M. Dodgen, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of January, 1980.

Martha J. Gullett
Notary Public

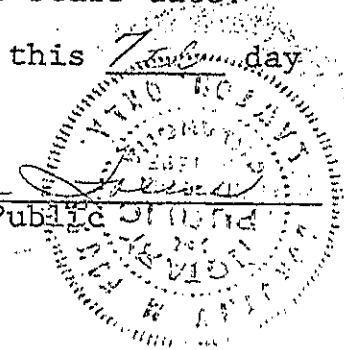


STATE OF Oklahoma)
COUNTY OF Cross)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James Henry Foster, Jr. and wife, Glenda D. Foster, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of January, 1980.

Sarah M. Green
Notary Public

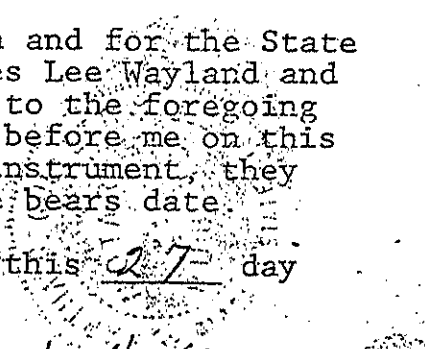


STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James Lee Wayland and wife, Shirley A. Wayland, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of December, 1979.

Martha J. Gullett
Notary Public

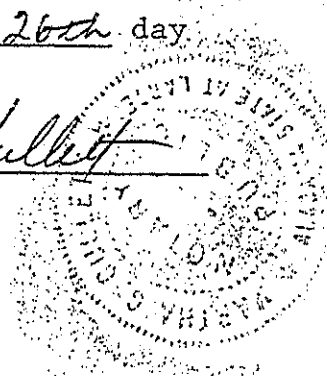


STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Willard W. Truitt, Jr. and wife, Martha L. Truitt, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of December, 1979.

Martha H. Gullett
Notary Public



STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that James H. Johnson and wife, Lynn P. Johnson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of December, 1979.

Martha H. Gullett
Notary Public

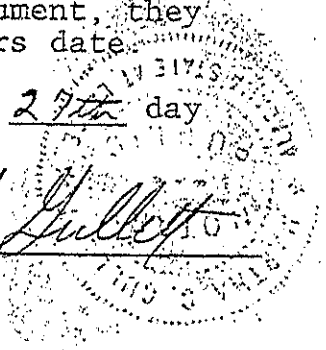


EXHIBIT "A"

A tract of land partly in Section 25 and partly in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows, to-wit: Begin at a point on the South line of U. S. Highway No. 72 at the NW corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on 27th day of September, 1961, said deed of conveyance being filed in the Probate records of Lauderdale County, Alabama, in Book 747 at pages 311-315; run thence South 6 degrees 15 minutes East along the West line of said Turtle Point tract for 1234.12 feet to a point; run thence North 72 degrees 15 minutes West for 694 feet to a point; run thence South 14 degrees 50 minutes West for 575 feet to a point; run thence South 48 degrees 20 minutes West for 337 feet to a point; run thence South 0 degrees 08 minutes West for 365 feet to a point; run thence South 23 degrees 28 minutes West for 695 feet to a point; run thence South 76 degrees 50 minutes West for 375 feet to a point; run thence North 7 degrees 38 minutes East for 495.06 feet to a point; run thence South 72 degrees 05 minutes West for 425 feet to a point; run thence North 19 degrees 33 minutes West for 490 feet to a point; run thence South 71 degrees 35 minutes West for 314 feet to a point; run thence North 85 degrees 45 minutes West for 299 feet to a point; run thence North 26 degrees 15 minutes West for 581.45 feet to a point; run thence North 62 degrees 35 minutes East for 180 feet to a point; run thence North 31 degrees 32 minutes West for 540 feet to a point; run thence North 67 degrees 10 minutes East for 1042 feet to a point; run thence North 83 degrees 45 minutes East for 1658 feet to a point; run thence North 6 degrees 15 minutes West for 442 feet to a point on the South line of U. S. Highway 72; run thence along the South line of said highway North 83 degrees 40 minutes East for 274.78 feet to a point; continue thence along said highway North 85 degrees 03 minutes East for 225 feet to the point of beginning. Said tract contains 100 acres, more or less. LESS AND EXCEPT a tract of land in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Begin at a point on the South line of U. S. Highway No. 72 at the Northwest corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on the 27th day of September 1961, said deed of conveyance being filed in the Probate Records of Lauderdale County, Alabama, in Book 747, Pages 311-315; run thence South 6 degrees 15 minutes East along the West line of the said Turtle Point tract for 1,234.13 feet to a point; run thence North 72 degrees 15 minutes West for 694.0 feet to a point; run thence South 14 degrees

50 minutes West for 575.0 feet to a point; run thence South 48 degrees 20 minutes West for 337.0 feet to a point; run thence South 0 degrees 08 minutes West for 365.0 feet to a point; run thence South 23 degrees 28 minutes West for 695.0 feet to the point of beginning of the tract herein described; thence South 76 degrees 50 minutes West a distance of 375.0 feet to a point; thence North 7 degrees 38 minutes East a distance of 216.46 feet to a point; thence South 69 degrees 00 minutes East a distance of 360.32 feet to the point of beginning of the tract therein described, containing .871 acres, more or less.

A tract of land in Section 26, Township 2 South, Range 10 West, Lauderdale County, Alabama, more particularly described as follows: Begin at a point on the South line of U. S. Highway No. 72 at the Northwest corner of that certain tract of land conveyed by E. S. Robbins and Martha Rose Robbins to Turtle Point Yacht and Country Club on the 27th day of September, 1961, said deed of conveyance being filed in the Probate Records of Lauderdale County, Alabama in Book 747, Pages 311 through 315; run thence South 6 degrees 15 minutes East along the West line of the said Turtle Point tract for 1,234.13 feet to a point; run thence North 72 degrees 15 minutes West for 694.0 feet to a point; run thence South 14 degrees 50 minutes West for 575.0 feet to a point; run thence South 48 degrees 20 minutes West for 337.0 feet to a point; run thence South 0 degrees 08 minutes West for 365.0 feet to a point; run thence South 23 degrees 28 minutes West for 695.0 feet to a point; run thence South 76 degrees 50 minutes West for 375.0 feet to a point; run thence North 7 degrees 38 minutes East for 216.46 feet to the point of beginning of the tract herein described; thence continuing North 7 degrees 38 minutes East a distance of 278.60 feet to a point; thence South 72 degrees 05 minutes West a distance of 425.0 feet to a point; thence South 69 degrees 00 minutes East a distance of 405.13 feet to the point of beginning of the tract herein described, containing 1.226 acres, more or less.

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on Jan. 10, 1980 at 11:43 AM and duly recorded in Vol. 1163 Page 1070-27
Deed Tax \$..... Mfg. Tax..... Fee 13.99

William B. Duncan Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on January 23, 1978 at 11:06 AM and duly recorded in Vol. 1055 Page 64
Deed Tax \$..... Mfg. Tax..... Fee.....

William B. Duncan Judge of Probate

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RESUBDIVISION OF LOT 4 AND THE NORTHERN
95 FEET OF LOT 5 TURTLE POINT VILLAGE
5777

THIS DECLARATION, made on the date hereinafter set forth by Ronald Warren Builders, Inc., an Alabama Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lauderdale County, State of Alabama, which is more particularly described as:

All lands embraced in the map and plat of a resubdivision of Lot 4 and the Northern 95 feet of Lot 5 Turtle Point Village, a subdivision according to the map and plat thereof of record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, at Page 137.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all the parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association shall mean and refer to "Turtle Point Village Townhomes Association", an Alabama Corporation, not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including

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contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance, subject to any easements designated on plat and subject to prior recorded restrictive covenants.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Ronald Warren Builders, Inc. an Alabama Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the Common Area and any recreational facilities, if any, by an owner for any period during which any assessment against his or her Lot remains unpaid; and

for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of use. Any Owner may delegate, in accordance with the By-laws, his or her right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class

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membership on the happening of either of the following events, whichever occurs earlier:

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- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1990.

ARTICLE IV

COVENANT FOR CAPITAL, MAINTENANCE AND OPERATION EXPENSES, ASSESSMENTS AND LIENS THEREFOR

Section 1. Creation of the Lien and Personal Obligation of

Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments, (2) special assessments for capital improvements and operating expenses, and (3) any assessment created under Article V, such assessments to be established and collected as herein provided. All of said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Association shall have the right to enforce all liens hereunder imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as in the case of mortgages under applicable law. Each such assessment, together with interest, costs, and reasonable attorney's fees incurred in the enforcement, foreclosure or collection thereof, shall also be the personal joint and several obligation of the person or persons who was or were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant shall not be required to pay such annual assessment as to any Lots owned by it so long as Declarant

elects, at its option, to provide the maintenance and improvements called for in Article IV, Section 2. At such time as Declarant is not maintaining and providing such maintenance and improvements, it shall pay such annual assessment on Lots owned by it.

Section 2. Purpose of Annual Assessment. The annual assessment levied by the Association shall be used exclusively for dues to Turtle Point Homeowners Association, Inc., maintenance and improvement of the Common Area, including the driveways and sewer system, operating expenses of the Association, and the maintaining, improvement and replacing of lawns and shrubs on all Lots and Common Areas including mowing, raking, seeding and planting, to the extent funds are available by reason of such annual assessments or otherwise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership;

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum and may direct the date or dates of the payment thereof in one lump sum or in installments.

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(d) Within 20 days of becoming the Owner of a Lot, such Owner shall pay an initial assessment of \$60.00 (in addition to the annual assessment) to be used for same purposes as the annual assessment.

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Section 4. Special Assessments for Capital Improvements and Operating Expenses. 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 sewage disposal, fixtures and personal property related thereto, driveways, and any operating expenses of the Association, provided that any such assessment shall have the assent of two-thirds (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.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 of 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 (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.

Section 6. Uniform Rate of Assessment. Both annual and special assessments, set forth in Section 3 and 4 above, must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as determined by the Board.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment 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 assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fourteen percent (14%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. Such Owner personally liable shall also be personally responsible for all costs of collection or foreclosure, or both, including, but not limited to, reasonable attorney's fees and publication costs. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Owner's Lot is hereby made subordinate to the lien of any bona fide mortgage on such Owner's Lot falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Owner's Lot pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Owner's Lot pursuant to a sale under power

contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve an Owner whose Lot has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he or she is the owner of such property. The Board of Directors of Association may at any time, either before or after the mortgaging of any Owner's Lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments and other charges collectible by the Association with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

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Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non profit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

EXTERIOR MAINTENANCE

(a) The Association shall, to the extent allowable by monies available from annual assessments, provide for the maintaining, replacing and improvement of lawns and shrubs on all Lots including raking, mowing, seeding and planting. In the event the need for such maintenance, replacement or improvement is caused by or arises out of any willful or negligent act of the Owner, members of his or her family, or his or her guests or invitees, the cost of such shall be added to and become a part of of the assessment to which such Lot is subject.

(b) In the event an owner of any lot in the Properties shall fail to maintain, restore and repair the roof, gutters,

downspouts, exterior building surfaces and other exterior improvements. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARCHITECTURAL CONTROL AND USE RESTRICTION

The applicable protector covenants and amendments thereto heretofore imposed on Turtle Point Village shall remain in full force and effect including the obligation of Turtle Point Townhomes Association to participate in Turtle Point Village Homeowners Association, Inc. and pay the required maintenance assessment.

No building, fence, wall or other structure or exterior surfact or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, colors, materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or materials to be used in exterior surfaces and roofs. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, as evidenced only by its written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. In any event, the Lots shall be used solely for single family residential purposes and not more than one single family residence may be erected, constructed or permitted to remain upon any Lot. No business, trade or commercial activity of any kind or character may be conducted upon any Lot. Such plans may be disapproved because of any of the following:

(a) failure of such plans or specifications to comply with any of the Restrictions;

(b) failure to include information in such plans and specifications as may have been reasonably requested;

(c) objection to the exterior design, appearance or materials of any proposed building or repairs or replacement;

(d) incompatibility of any proposed building with existing buildings upon other Lots in the vicinity;

(e) objection to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;

(f) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structure.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an

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instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. ^{VOL 1245 PAGE 698} Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Easements. The Owner proposes to construct on each of the foregoing lots a town house. In the matter of the construction and completion of each of said town houses, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of such said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a town house is totally destroyed and then rebuilt, such encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist. An easement of access is reserved over and across the roofs of all structures where reasonably required over and across the roofs of all structures where reasonably required for the purpose of maintaining, repairing or constructing or reconstructing adjacent structures. Each Lot is also subject to all easements as shown

on the recorded plat of "Turtle Point Village", Plat Book 5, at Page 43.

Section 7. Option of Association to Purchase. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, act of God, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six (6) months of such destruction, then the Association shall have the right, privilege and option to purchase such Lot at the fair market value thereof as fixed and determined by the average of three (3) appraisals in writing, one by each of three (3) licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama.

Section 8. Additional Covenants. Without limiting the generality of any of the foregoing covenants, it is further expressly provided that each lot is subject to the following additional covenants:

(a) All of said lots shall be used exclusively for single family residential purposes.

(b) No business, trade or commercial activity of any kind or character shall be permitted or conducted upon any lot.

(c) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

(d) No structure of a temporary character, trailer, tent, basement, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any lot, except that dogs,

cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and, in any event, no animal hereunder permitted may be kept if such animal becomes an annoyance or nuisance to the neighborhood. It is further provided that no dog, cat or other household pt can be penned, fenced, chained, or housed in the yard or driveway of any lot.

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(f) No vehicle shall be parked, placed or permitted to remain on any lot other than automobiles and trucks of three-quarters of a ton or less weight. It is further provided that no house trailer, camper trailer, camper top, camper or other recreational vehicle (whether self propelled or otherwise), boat, boat trailer or dune buggy or like vehicle shall be placed, parked or permitted to remain on any lot or any adjacent street or public way.

(g) No tree having a diameter of 6 inches or more measured 24 inches from ground level may be cut down or removed without the express prior written consent of the Architectural Control Committee. Any Owner wishing to cut down or remove any such tree must request approval in writing addressed to Architectural Control Committee sent by certified U. S. mail return receipt requested. Approval or disapproval must be given in writing by the Architectural Control Committee within fifteen (15) days after actual receipt of such request.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of May, 1985.

RONALD WARREN BUILDERS, INC.,
An Alabama Corporation

ATTEST:

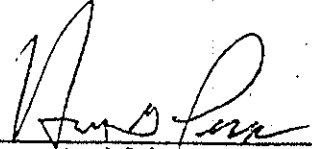
Shelley Johnson
Its Secretary

By: Ronald E. Warren
Its President

STATE OF ALABAMA
LAUDERDALE COUNTY


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ronald E. Warren, whose name as President of RONALD WARREN BUILDERS, INC., an Alabama Corporation, 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 officer and with authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 13th day of May, 1985.



Notary Public

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on May 14, 1985
11:39 o'clock and duly recorded in Vol. 1245 Page 687-701
Deed Tax \$..... Mtg. Tax..... Fee 37.50

 Judge of Probate

VOL 1245 PAGE 701

STATE OF ALABAMA)
LAUDERDALE COUNTY)

2318

FICHE ~~88-2258~~ FRAME F003

THIRD AMENDMENT TO PROTECTIVE COVENANTS
TURTLE POINT VILLAGE

WHEREAS, heretofore on the 23rd day of January, 1978, Turtle Point Village, Inc. did execute and impose certain protective covenants, by written instrument which is filed in the Probate Office of Lauderdale County, Alabama, in Volume 1126, Pages 1055-106, inclusive, on that certain property described as Exhibit "A" attached to the aforesaid written instrument, and

WHEREAS, said protective covenants were amended by a separate instrument executed on the 30th day of November, 1978, said instrument being recorded in Deed Volume 1149, Pages 273-277, inclusive, were further amended on the 9th day of January, 1980, said instrument being filed in Volume 1163, pages 1020-1027 inclusive, and

The undersigned constitutes a majority of the owners of all lots in said subdivision, and are desirous of further amending said covenants.

NOW THEREFORE, in consideration of the premises and in order to protect the owners of the property now and in the future the undersigned do further amend and modify the covenants as hereinafter provided:

Covenant number 1 is amended by the following:

There may be erected on Lots 1, 2, and 3 as shown on the map of said subdivision, as the same is recorded in the Probate office of Lauderdale County, Alabama, multi-family units not to exceed two (2) stories in height.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 7th day of December, 1980.

TURTLE POINT VILLAGE, INC.

by W. G. Butcher Jr.
its president

5.00

ATTEST:

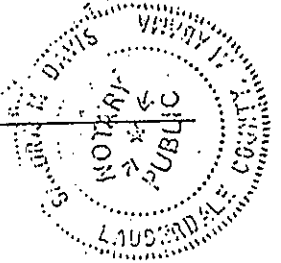
Sherry H. Brown
its Secretary

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that W. G. Butler Jr., whose name as President of TURTLE POINT VILLAGE, INC., a 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 this instrument, he, as such authority, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 7th day of December, 1988.

Banks M. Law
Notary Public



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was filed to record in this office on Dec 8, 1988 at 12:10 pm o'clock and duly recorded in Fiche 88-0258 frame F003-F004 Dead Tax — Mig. Tax — Fee 5.00

William S. Johnson Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
RECORDED
DEC 8 1 21 PM '88
BANKS M. LAW
NOTARY PUBLIC
LAUDERDALE COUNTY ALABAMA

State of Alabama

LAUDERDALE

County

CERTIFICATE OF INCORPORATION

OF

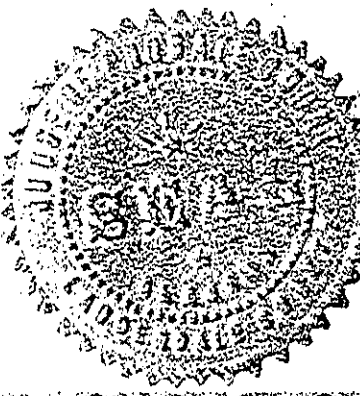
TURTLE POINT VILLAGE TOWNHOMES ASSOCIATION

The undersigned, as Judge of Probate of Lauderdale County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of Turtle Point Village Townhomes Association, duly signed pursuant to the provisions of Section 64 of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of Turtle Point Village Townhomes Association, and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the Fourteenth day of May, 19 85.

William B. Duncan
Judge of Probate



STATE OF ALABAMA,
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
brought to record in this office on May 14, 1985
11:26 o'clock and duly recorded in Vol. 30, Page 375 - 81
Dead Tax \$..... Mig. Tax Fee 25.00

William B. Duncan Judge of Probate

VOL 30 PAGE 381

FICHE 89-0166 FRAME 5004

7521

ARTICLES OF INCORPORATION
OF
TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION

In compliance with the requirements of Code of Alabama, 1975, Sections 10-3A-1 through 10-3A-172, the undersigned, all of whom are residents of Lauderdale County, Alabama, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is "Turtle Point Village Homeowners Association", hereinafter sometimes called the "Association".

ARTICLE II

The initial registered office of the corporation is located at Killen, Alabama 35645, and the initial registered address of the corporation is P. O. Box 301, Killen, Alabama 35645. The street address for the corporation is Route 6, Box 192, Killen, AL, 35645.

ARTICLE III

James E. Henderson, whose address is Route 6, Box 192, Killen, Alabama 35645, is hereby appointed the initial registered agent of this corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the streets, roads, rights of way and Common Area within jurisdiction of this Association and in furtherance of this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in those certain Protective Covenants and Amendment to Protective Covenant filed respectively in the office of the Judge of Probate of Lauderdale County, Alabama, in Book 1126 at Pages 1055-1064; Book 1149 at Pages 273-277; and Book 1163 at Pages 1020-1027, hereinafter called the "covenants", and as the same may be prospectively amended from time to time as therein provided, said covenants being incorporated herein as if set forth completely at this point;

(b) fix, levy, collect and enforce payment by any lawful means, all dues, charges or assessments and liens pursuant to the terms of the covenants and by-laws of the Association; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the streets, roads, rights of way or Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or

FICHE 89-0166 FRAME E006

transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alabama by law may now or hereafter have or exercise.

ARTICLE V

Each person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have one class of voting membership:

The voting membership shall be all owners of all lots in the subdivision and each owner shall be entitled to one vote per lot owned. For the purpose of defining "owner" joint owners of one or more lots shall be considered a single owner for all purposes herein.

ARTICLE VII

BOARD OF DIRECTORS

The internal affairs of this Association shall initially be managed by a board of three (3) directors. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as hereinafter provided are:

Betty Mitchell, Route 7, Box 391 Florence, AL 35630

James Henderson, 9216 Turtle Point Dr., Killen,
AL 35645

Rogers Hyché, 9161 Turtle Point Dr., Killen, AL 35645

At the first annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years, and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three years. Directors need not be members of the Association. A change in the number of directors and their terms of office may be made by amending the By-laws of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to

be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Alabama, we, the undersigned, constituting all the property owners of Turtle Point Village, have executed these Articles of Incorporation this 28 day of July, 1989.

Turtle Point Village, Inc.

By: [Signature]
its President

[Signature]
Harold G. Peck

Attest

Also signed by the following:

James S. Whitehurst

Mark S. Aldridge

Larry C. Creel
Mary Jane Creel

Ronald E. Warren
Shelby H. Warren

Ronald Warren Builders, Inc.
by Ronald E. Warren
its President

Ricky L. Singleton
Peggy A. Singleton

Terrance C. Anderson
Susan T. Anderson

Randall Scott Coleman
Jacqueline D. Coleman

James E. Henderson
Sharon O. Henderson

William A. Scarbrough, III

Buddy Ray Henry
Martha P. Henry

Jerry D. Peters
Sharon L. Peters

Gerald H. Daugherty
Patricia L. Daugherty

Everett G. Womble
Dorothy D. Womble

L. Lewis Berry
Kaye G. Berry

Wayne Phillips
Debby L. Phillips

Susan M. Lambert

Charles R. Petty
Clara A. Petty

Lee Pershke
Sharon Pershke

C. Rogers Hyche
Jane C. Hyche

Randall L. Keeton

Michael G. Alexander
Donna C. Alexander

Kenco, Inc.
by Wanda Carter, President
Teresa R. Smith, Secretary/Treasurer

Kenco/Carter, Inc.
by Wanda Carter, President
Teresa R. Smith, Secretary/Treasurer

James Henry Foster, Jr.
Glenda D. Foster

Robert E. Larson
Martha L. Larson

Randall K. Farris

Thomas N. Ward
Renee W. Ward

Otis Michael Beach
Sharon L. Beach

James Lee Wayland
Shirley A. Wayland

Jeffrey Dropo
Susan D. Dropo

David L. Whitten
Debra (Deborah) Davis Whitten

Brian L. Lambert
Regena S. Lambert

Gilbert Reid Melson, II
Sharon E. Melson

Phillip G. Luzier
Margaret J. Luzier

Jerry L. West
Barbara G. West

Nancy S. Watkins

Marcus S. Tays
Vicki L. Tays

Deborah Brown Spears

Doug Gilchrist

Joe Kenneth Carter
Wanda Carter

David Thomas Richardson
Sylvia Kaye Richardson

Everette Womble
Dorothy D. Womble

Acknowledged in proper Code Form by
all of the above listed parties, on
various dates and before various
notaries public.

Filed: August 8, 1989
Recorded: Fiche 89-0166, Frame E004
through Fiche 89-0167,
Frame A007.

BY-LAWS

FICHE 90-0033 FRAME E002

OF

TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the Corporation is Turtle Point Village Homeowners Association", hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at Killen, Alabama, but meetings of members and directors may be held at such places within the State of Alabama, County of Lauderdale, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Turtle Point Village Homeowners Association", its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Protective Covenants of Turtle Point Village, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land

shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Monday of May and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by any three (3) or more members of the Board of Directors, or upon written request of the members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, at the direction of, the secretary or person authorized to call the meeting, by

mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address appearing last on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year; three directors for a term of two (2) years and three directors for a term of three (3) years, and at each annual meeting thereafter the members shall elect three directors for a term of three (3) years for a total of nine (9) directors in any year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5: Action Taken Without a Meeting. The directors shall have the right to take any action at times and places other than regular meetings which they could take at a regular meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a regular meeting of the directors.

Section 6. Notwithstanding anything to the contrary contained herein in Articles IV and V, there shall, as long as five (5) or more lots of said subdivision are owned by Turtle Point Village, Inc., be a representative of Turtle Point Village, Inc.

on the Board of Directors of the association. Placement of a representative of Turtle Point Village, Inc. upon the association Board shall be by the procedure herein prescribed: if, following the election of the Board of Directors under and pursuant to the procedures set forth under Article V, below, there are no representatives from Turtle Point Village, Inc. elected to said Board, then, in such event, the Director receiving the fewest votes for one of the three (3), three year Director positions, shall be deleted from the list of Directors-elect and a representative of Turtle Point Village, Inc. substituted therefor. The developer corporation shall nominate a representative to be placed on the Board in the event this procedure is employed. If the Director representative from Turtle Point Village, Inc. is not elected but otherwise appointed, under the aforesaid procedure, his or her appointment shall cease upon Turtle Point Village, Inc. failing to own five (5) or more lots in said subdivision. It shall be the prerogative of the President of the association at such time to remove the Director from the Board and appoint a Director in place thereof.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting

of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meeting of the Board of Directors shall be held at least four (4) times each year without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days written notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present

at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (b) suspend the voting rights and right to use any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, independent contractors, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty

(30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same; or both.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the roads, streets and Common Area to be maintained, and cause all other duties of the Association to be performed insofar as money is available.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Office. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors

following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to service.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Protective Covenants, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

DUES

Section 1. Annual Dues. Each member of the Association shall be required to pay annual dues to the Association in an amount to be determined by the Board of Directors of the Association. Annual dues shall be assessed on a per lot basis and shall be due and payable on October 1 of each and every year for the upcoming September 30 fiscal year. Dues for fiscal year 1988-89 shall be in the amount of One Hundred Fifty and No/100.

(\$150.00) Dollars per lot.

Section 2. Special Dues of Developer. In addition to the annual dues described in the section immediately preceding, Turtle Point Village, Inc. (hereinafter called "Developer") shall pay to the Association additional dues for each fiscal year in accordance with the following schedule:

1989-----	\$10,000.00	1994-----	\$5,000.00
1990-----	9,000.00	1995-----	4,000.00
1991-----	8,000.00	1996-----	3,000.00
1992-----	7,000.00	1997-----	2,000.00
1993-----	6,000.00	1998-----	1,000.00

The aforesaid dues shall be due and payable quarterly of each designated calendar year commencing January 31, 1989. The due dates for all other quarterly payments shall be April 30, July 31, and October 31 of each year.

In consideration for the payment to the Association of the special dues set forth above, the Association shall accept full responsibility for the upkeep and maintenance of all roads and streets in the subdivision and shall enter into an indemnity agreement with developer releasing the developer from any and all liability, obligation or responsibility arising out of or occasioned by the physical condition of all roads and streets in said subdivision.

ARTICLE XII

ASSESSMENTS

Section 1. As more fully provided herein, and in addition thereto, each member is obligated to pay to the Association annual dues and special assessments which shall be secured by a continuing lien upon the property against which the assessment is

made. Any dues or assessments which are not paid when due, shall be considered delinquent. If the dues or any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1.5%) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, or both, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or for any other reasons.

Section 2. In the event construction of a residence has been commenced but is not completed for a period of one (1) year from the date construction commenced (as determined by the day that supplies or materials were first delivered to the job site) and work has ceased on said construction at the end of said one (1) year period, then, in such event, the lot owner upon which the construction exists shall be subject to a fine equal to \$100.00 per month to be assessed by the association. The fine shall be in the nature of an assessment on the lot and shall be payable each month following the receipt of written notice from the association and must be paid within fifteen (15) days following the receipt of said notice. The fine or assessment contemplated herein shall be secured by a continuing lien upon the property against which the fine is assessed. Any fine which remains unpaid following the fifteen (15) day notice period shall be considered delinquent and the association may bring an action at

law against the lot owner personally obligated to pay the same or may foreclose the lien against the property, or both, and any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Turtle Point Village Homeowners Association".

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths (3/4) of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these By-Laws, the Protective Covenants shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of October and end on the 30th day of September of every year, except that the first fiscal year shall begin on the date of incorporation.

FICHE 90-0033 FRAME F002

IN WITNESS WHEREOF, we being all of the initial directors of Turtle Point Village Homeowners Association, have hereunto set our hands this 15th day of November, 1989.

Betty L. Mitchell
Betty Mitchell, Director

James E. Henderson
James E. Henderson, Director

Rogers Hyche
Rogers Hyche, Director

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was filed to record in this office on Feb. 15, 1990 at 1:45 p.m. o'clock and duly recorded in Fiche 90-0033 Frame D014-F002 Deed Tax \$ — Mig. Tax — Fee 43.50

William C. Aarling Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
FEB 15 1 45 PM '90
JUDGE

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

004233

0099-747 03

TURTLE POINT VILLAGE
PROTECTIVE COVENANTS

TURTLE POINT VILLAGE, INC., owner of all the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by W.M. Paxton, Jr., C.E., known and designated as TURTLE POINT VILLAGE, said map and plat was recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby impose on all of the lots in said plat and the property described in the attached Exhibit "A" the following covenants and building restrictions:

These covenants are to be run with the land and shall be binding on all parties owning any land within the property herein described, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or the Turtle Point Village Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and protective covenants of the Turtle Point Village Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and any fines levied due to protective covenant violations as determined by the Turtle Point Village Homeowners Association, Inc. board of directors. If not paid within 30 days, such assessment or fine shall invoke a lien on said lot owner's property with interest of 1.5% per month until paid.

2. All lots in the subdivision are residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another lot or parts of several lots as

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hereinafter provided and except that on Lots 4, 5 and 6, as shown on the map of said subdivision prepared by William M. Paxton, Jr., C.E., multifamily units shall be permitted not to exceed two stories in height. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 100 feet and the lot has a minimum square footage of 15,000 square feet.

3. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an outbuilding. A temporary building is permitted during the construction of a residence. All mail boxes must be compatible with the architecture and landscaping of the lot and must be approved by the Architectural Control Committee before the same is installed by any resident.

5. DWELLING QUALITY AND SIZE. (i) No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages and carport, of less than two thousand four hundred (2,400) square feet. All two-story residences in the subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages and carports of one thousand two hundred (1,200) square feet.

(ii) No residence shall use asbestos siding or shingles and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

(iii) No garages facing the street shall be permitted unless they have at least 20 feet floor service width. Such garages must have electronic automatic doors, and said doors must remain closed at all times, except when actually entering or exiting the garage. No carports will be permitted.

(iv) All driveways must be of concrete and when driveways are installed, street curbs must be sawed and neatly finished.

6. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat recorded.

7. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the said plat as recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, caves and steps shall not be considered as part of a building.

8. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external

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design and existing structures, and as to location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of a minimum of 3 persons of which one is a Turtle Point Homeowners Association, Inc. board member. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than four square feet.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in 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.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All animals and pets that are allowed under this covenant must be kept on a leash, including cats, or in an enclosure, and no animal or pet shall be allowed that constitutes an annoyance or nuisance in the neighborhood. When walking a pet in the subdivision you must clean up after it. This is only proper and shows respect for your friends and neighbors.

12. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises. No hedge, fence, or wall shall be permitted at the front of any lot nearer to the street than the back side of the house. On corner lots, the side street hedge, fence, or wall can be no closer than 25 feet from the street. Hedges, fences or walls are restricted to a maximum height of 8 feet.

13. No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within an enclosed garage. Nor shall any such motor vehicles, boats, motor homes, campers, trucks or trailers or the like be allowed to park on any street in said subdivision for any extended period and not to exceed 24 hours.

14. No visible radio or T V. dish that exceeds 24 inches or antenna shall be attached or affixed to any part of

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the lot, residential dwelling or any appurtenant structure. The Architectural Control Committee must approve, in writing, before their installation.

15. No storage tanks of any kind shall be permitted above ground.

16. Clothes lines, drying yards, or any other fixture for the drying of clothes are expressly prohibited.

17. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight from neighbors and the street. No garbage incinerator shall be permitted.

18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over 3 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time, not to exceed 12 months.

20. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or remain any where thereon. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out.

21. Vacant lots will be mowed and maintained clear by lot owners. When this is not performed, the Grounds Committee will arrange clearing and lot owners will be billed by the Turtle Point Village Homeowners Association, Inc. If the bill is not paid within 30 days, a lien will be filed against said property.

22. No swimming pool or tennis court shall be erected or constructed without the express permission, in writing of the Architectural Control Committee. The location and use of the same shall be such as not to constitute a nuisance or annoyance to the neighborhood.

23. No All Terrain Vehicles (ATVs) or the like are permitted on the streets and common grounds of Turtle Point Village.

24. No yard sales are permitted in the subdivision.

IN WITNESS WHEREOF, TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION BY the majority vote of the property owners has caused this instrument to be executed by the President of the Board of Directors and attested by its Secretary on this, the 27 day of Dec, 1999.

0099-747 07

TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION

By Don & Beach
Its President

Attest
Charles A. Hagan
Its Secretary

Notary Public
STATE

STATE OF ALABAMA
LAUDERDALE COUNTY
NOTARY PUBLIC
DEC 27 10 20 AM '99

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, Paige Hale, a Notary Public in and for said County in said State, hereby certify that _____, whose name as President of Turtle Point Village Homeowners Association is signed to the foregoing protective covenants, and who is know to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this, the 22nd day of Dec, 1999.

Paige Hale
Notary Public

MY COMMISSION EXPIRES APRIL 28, 2013

STATE OF ALABAMA

LAUDERDALE COUNTY

Recording Fee 23.00
TOTAL 23.00

TURTLE POINT VILLAGE
PROTECTIVE COVENANTS

TURTLE POINT VILLAGE, INC., owner of all the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by W.M. Paxton, Jr., C.E., known and designated as TURTLE POINT VILLAGE, said map and plat was recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby impose on all of the lots in said plat and the property described in the attached Exhibit "A" the following covenants and building restrictions:

These covenants are to be run with the land and shall be binding on all parties owning any land within the property herein described, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision or the Turtle Point Village Homeowners Association, Inc., to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and in the event of a breach of said covenants the person or persons committing the breach shall pay all cost of enforcing these covenants, including a reasonable attorney's fee.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

1. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of very kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted By-laws and protective covenants of the Turtle Point Village Homeowners Association, Inc., a non-profit corporation and agrees to pay their maintenance assessment when due for subdivision services and any fines levied due to protective covenant violations as determined by the Turtle Point Village Homeowners Association, Inc. board of directors. If not paid within 30 days, such assessment or fine shall invoke a lien on said lot owner's property with interest of 1.5% per month until paid.

2. All lots in the subdivision are residential use only and not more than one residence shall be erected on any lot except that one residence may be built on one lot and part of another lot or parts of several lots as hereinafter provided and except that on Lots 4, 5 and 6, as shown on the map of said subdivision prepared by William M. Paxton, Jr., C.E., multifamily units shall be permitted not to exceed two stories in height. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, which outbuildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the minimum front footage at the building setback line is at least 100 feet and the lot has a minimum square footage of 15,000 square feet.

3. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. A temporary building is permitted during construction of a residence. All mail boxes must be compatible with the architecture and landscaping of the lot and must be approved by the Architectural Control Committee before the same is installed by any resident.

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(ii) No residence shall use asbestos siding or shingles and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

(iii) No garage facing the street shall be permitted unless they have at least 20 feet floor service width. Such garages must have electronic automatic doors, and said doors must remain closed at all times, except when actually entering or exiting the garage. No carports will be permitted.

(iv) All driveways must be of concrete and when driveways are installed, street curbs must be sawed and neatly finished.

6. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat recorded.

7. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the said plat as recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet from the rear of lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as part of a building.

8. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and existing structures, and as to location with respect to topography and finish grade elevation.

The Architectural Control Committee is composed of a minimum of 3 persons of which one is a Turtle Point Homeowners Association, Inc. board member. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At anytime, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties.

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than four square feet.

10. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All animals and pets that are allowed under this covenant must be kept on a leash, including cats, or in an enclosure, and no animal or pet shall be allowed that constitutes an annoyance or nuisance in the neighborhood. When walking a pet in the subdivision you must clean up after it. This is only proper and shows respect for your friends and neighbors.

12. No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises. No hedge, fence, or wall shall be permitted at the front of any lot nearer to the street than the back side of the house. On corner lots, the side street hedge, fence, or wall can be no closer than 25 feet from the street. Hedges, fences or walls are restricted to a maximum height of 8 feet.

13. No boats, all-terrain vehicles (ATV's), mobile homes, campers, trailers or unlicensed/inoperative motor vehicles, shall be kept or stored on any part of the property, except within an enclosed garage or in backyards where they cannot be seen from any street angle. Nor shall any such boats, all-terrain vehicles (ATV's), motor homes, campers, trucks, trailers, unlicensed/inoperative motor vehicles, or the like be allowed to park on any street in said subdivision for any extended period and not to exceed 24 hours.

14. No visible radio or T.V. dish that exceeds 24 inches or antenna shall be attached or affixed to any part of the lot, residential dwelling or any appurtenant structure. The Architectural Control Committee must approve, in writing, before their installation.

15. No storage tanks of any kind shall be permitted above ground.

16. Clothes lines, drying yards, or any other fixture for the drying of clothes are expressly prohibited.

17. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight from neighbors and the street. No garbage incinerator shall be permitted.

18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over 3 feet about the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them to points 25 feet from the intersection of the street lines. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sign lines.

19. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time, not to exceed 12 months.

20. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before the same are carried out.

- 21. Vacant lots will be mowed and maintained by lot owners. When this is not performed, the Grounds Committee will arrange clearing, and lot owners will be billed by the Turtle Point Village Homeowners Association, Inc. If the bill is not paid within 30 days, a lien will be filed against said property.
- 22. No swimming pool or tennis court shall be erected or constructed without the express permission, in writing of the Architectural Control Committee. The location and use of the same shall be such as not to constitute a nuisance or annoyance to the neighborhood.
- 23. No All Terrain Vehicles (ATV's) or the like are permitted on the streets and common grounds of Turtle Point Village.
- 24. Yard sales are permitted on one Saturday each year under guidelines promulgated by the Board of Directors. Otherwise, yard sales are not permitted in the subdivision.

IN WITNESS THEREOF, TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION BY the majority vote of the property owners has caused this instrument to be executed by the President of the Board of Directors and attested by its Secretary on this, the 4th day of October, 2007.

TURTLE POINT VILLAGE HOMEOWNERS ASSOCIATION

By Paula M Scarborough
(Its President)

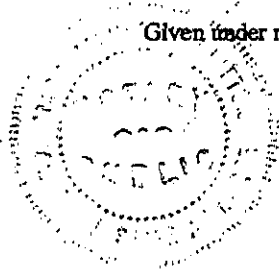
Attest:

Jennifer Robison
(Its Secretary)

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, Mary K Clifton, a Notary Public in and for said County in said State, hereby certify that, Paula M Scarborough, whose name as President of Turtle Point Village Homeowners Association, is signed to the foregoing Protective Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 4th day of October, 2007.



Mary K Clifton
Notary Public

MY COMMISSION EXPIRES OCT. 24, 2009

