

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**TURTLE LANDING AT LOCK SIX**  
**(PHASE 1 LOTS WF-1 THROUGH WF-7)**

Recording Fee 74.00  
TOTAL 74.00

**THIS DECLARATION** is made on the date hereinafter set forth by L&S Enterprises, LLC ("Declarant"), being the owner and mortgagor of the hereinafter described real property, and Harry L. Smith ("Smith"), being the mortgagee of said real property.

**WITNESSETH:**

**WHEREAS**, Declarant is the owner and the mortgagor, and Smith is the mortgagee of certain real property situated in the County of Lauderdale, State of Alabama, which is more particularly described as follows:

Turtle Landing at Lock Six, Phase 1 Lots WF-1 through WF-7, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7 at Page 198.

**WHEREAS**, Declarant is the proper entity to file this Declaration of Covenants, Conditions and Restrictions;

**WHEREAS**, Declarant is interested in restricting the use, occupancy and improvement of all lots in said subdivision.

**NOW, THEREFORE**, Declarant hereby declares that all of the lots and properties described above and herein shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are specifically adopted for the purpose of protecting the value and desirability of said lots and for the benefit and pleasure of the owners of said lots. The covenants, conditions and restrictions adopted and set forth herein shall run with the real property and be binding on all parties having any right, title to or interest in the described properties, or any part thereof, as well as their heirs, successors and assigns, and said covenants, conditions and restrictions shall inure to the benefit of each owner thereof. Smith, by executing this instrument, hereby accepts and joins in this declaration as mortgagee.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 2. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions or phases thereto as may hereafter be brought within the jurisdiction of the Developer or Architectural Review Committee, including without limitation the subdivision known as Turtle Landing at Lock Six.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties and any common area now existing and designated as Open Space on the plat of the subdivision or which may hereafter be annexed.

Section 4. "Declarant" shall mean and refer to L&S Enterprises, LLC, an Alabama limited liability company, its successors and assigns.

Section 5. "Accessory Building" shall mean and refer to a subordinate building including but not limited to detached garages and storage buildings, the use of which is incidental to that Lot and located thereon.

Section 6. "Dwelling" or "Dwelling Unit" shall mean and refer to any improved Lot intended for use as a single-family detached residential housing. Wherever any of the phrases "Lots or Dwellings", "Lot and Dwelling" or "Lots and Dwellings" appear herein, the term "Dwelling" or "Dwellings" in those instances shall include the Lot or Lots upon which such Dwelling or Dwellings are constructed.

Section 7. "Governmental Authority" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Subdivision.

Section 8. "Improvement" shall mean and refer to all Dwellings and any building, structure, planting or device constructed, erected or placed upon the Property that in any way affects the exterior appearance of any Lot or Dwelling. Improvements shall include, by way of illustration and not limitation, buildings, foundations, covered patios, underground utilities, roads, driveways, walkways, paving, curbing, parking areas, docks, piers, shoreline construction, trees, shrubbery, landscaping, fences, screening, walls, signs, satellite dishes, radio or television antennas, and any other artificial or man made changes or alterations to the natural condition of any Lot or Dwelling. "Improvements" shall also mean any grading and any excavation or fill, the volume of which exceeds eight (8) cubic yards, and any soil erosion controls, ponds, lakes or drainage channels constructed on the Property.

Section 9. "Subdivision" shall mean and refer to Turtle Landing at Lock Six, and any phase thereof.

Section 10. "Developer" shall mean and refer to L&S Enterprises, LLC, an Alabama limited liability company, its successors and assigns.

Section 11. "Development" shall mean and refer to Turtle Landing at Lock Six, and any phase thereof.

Section 12. "Living Space" shall mean and refer to the enclosed and covered areas within a Dwelling that are heated and cooled by heating, ventilating and air conditioning equipment, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyards, greenhouses, atriums, bulk storage areas and boat houses.

Section 13. "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, employees and invitees, of any Owner and their respective family members, guests, tenants, agents, employees, invitees and any other person who occupies or uses any Dwelling. All actions or omissions of any Occupant are and shall be deemed the actions or omissions of the Owner of such Dwelling.

**ARTICLE II**  
**ARCHITECTURAL REVIEW COMMITTEE**

Section 1. There shall be an Architectural Review Committee (ARC) for the properties, which shall consist of Donald E. Lambert, Harry L. Smith and Charles J. Kelley. A majority of the ARC may designate any member thereof to act on its behalf, to communicate with the purchasers of any lot in Turtle Landing at Lock 6, and to generally perform the duties and tasks imposed upon the ARC by these covenants and restrictions. The members of the ARC shall serve until they resign, be removed by death or otherwise cease performing their duties as a member of the ARC. In such event, the remaining member or members of the ARC shall have full authority to designate a successor or successors.

Section 2. To preserve the architectural and aesthetic appearance and the natural setting and beauty of the development of Turtle Landing at Lock 6 and to establish and preserve a harmonious design for the properties, no improvements of any kind or nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any lot by any owner wherein the exterior appearance is effected or altered unless and until plans and specifications have been submitted to and approved by the ARC in accordance with the provisions of this Article. Without limiting the generality of the foregoing, the construction and installation of any dwellings, sidewalks, drives, driveways, parking lots, mailboxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, awnings, walls, fences, exterior lights, irrigation systems, satellite dishes, radio or television antennas, gazebos, garages or any other outbuildings shall not be undertaken, nor shall any exterior addition, change or alteration be made (including without limitation painting or staining of any exterior surface) to any dwelling unless the plans and specifications for same have been submitted to and approved by the ARC in accordance with the provisions of this Article.

Section 3. Notwithstanding the generality of the foregoing, no building, structure of any type whatsoever or exterior surface 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 ARC comprised of the individuals set forth in Section 1 of this Article II.

Further, 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 the ARC 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) objections 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 III USE AND DELIVERY RESTRICTIONS**

Section 1. Use Restrictions. Use restrictions shall be as provided herein and as recorded in the Office of the Judge of Probate of Lauderdale, Alabama. The use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant provided such use does not create regular customer, client or employee traffic, and further provided any such use is in compliance with all applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, and (b) is otherwise in compliance with these Covenants; provided, however, that Developer shall have the perpetual right to designate from time to time any Dwellings owned by Developer, its successors and assigns, that may be leased. All leases shall be for a period of six months or longer. Notwithstanding anything provided in this Section 1 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that if any portion of the Property is to be developed or used for any purpose other than single-family residential purposes (including duplexes and condominiums), then such use must be approved in writing by the ARC.

Section 2. ARC Approval. No Dwellings or other Improvements of any nature whatsoever shall be constructed on any Lot unless such improvements have been approved by the ARC in the manner set forth above.

Section 3. Underground Utilities. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security, and any other utility service for any portion of the Property shall be installed and maintained below ground.

Section 4. Irrigation Systems. All irrigation systems for Lots must be approved by the ARC in the manner set forth above. No gasoline powered irrigation pumps will be allowed.

Section 5. Residential Buildings. All Lots shall be used exclusively for residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family detached dwelling not to exceed two and one-half (2 ½) stories in height, excluding basements, and one (1) Accessory Building per Lot which may include a private garage. The height of each Dwelling Unit will be measured from the finish grade of the Lot on the front of the Dwelling Unit facing a street or roadway. Detached structures will not be allowed in some areas solely due to aesthetic reasons. No sleeping or living quarters will be permitted within any accessory structure.

Section 6. Location of Houses. The house shall be sited in such a way as to provide a minimum side yard setback of ten (10) feet from the farthest projection of the house, usually the roof overhang. A minimum setback line from the waterfront of fifty (50) feet from the farthest projection of the 509.0 elevation will be observed. A minimum front yard setback line of thirty (30) feet from the south side of the TVA roadway easement shall be observed. Positive retaining walls (those built above the Lot's natural grade) higher than eighteen (18) inches must be located outside the side yard setback. The Developer reserves unto itself, its successors and assigns, the right to control absolutely and to decide solely on the precise site and location of any house or dwelling or structure on every Lot within the development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to

recommend a specific site. All driveways shall have a maximum width of fourteen (14) feet per opening at the intersection of any paved subdivision road. Elevation, drainage, and utility access across driveways shall be considered by the ARC in reviewing driveway plans. Each improved driveway shall have placed under it two (2) empty conduit sleeves six (6) inches in diameter installed by Owner based on the plans of Developer's engineer.

Section 7. Minimum Square Footage of Building Lot and Improvements.

No plans will be approved unless the proposed house will have the minimum required Living Space of 2,500 square feet. A minimum of 2,000 square feet of Living Space must be constructed on the main floor level. The remaining Living Space may be constructed on an upper floor or basement level. Living space is defined as heated/cooled square footage.

Section 8. Minimum Standard of Construction. All construction will be done in conformance with the National Electrical Code, the International Building Code, and the requirements of the Alabama State Public Health Department. Lots in the Subdivision shall be sold with the intent that the Purchaser construct a dwelling thereon. There is no minimum period of time within which construction must commence. *Once construction of the Dwelling Unit is begun, however, the Dwelling Unit must be completed within twelve (12) calendar months from the date of beginning.*

Section 9. Trees. No tree measuring eight (8) inches or more in diameter at ground level may be removed without prior written approval of the Developer, unless said tree is located within ten (10) feet of the main Dwelling unit or Accessory Building or unless said tree is dead, dying, diseased or located within the limits of an approved driveway.

Section 10. Water System. The Developer has had installed a public water system in the Subdivision, which water system is an extension of the general water supply system of the City of Florence, its successors and assigns. It shall be the obligation of the Owner of a Lot in the Subdivision to use the public



water system as the only source of potable water to the Owner's residence as directed by the requirements of the Alabama State Public Health Department. All required connection fees shall be paid by the Owner to the City of Florence, its successors and assigns, all charges for the use of water by Owner shall be paid by the Owner to the water authority. Water use and service lines shall be subject to the applicable regulations of the City of Florence, its successors and assigns or appropriate governmental authorities.

Section 11. Temporary Structures. A structure of a temporary nature shall not be placed upon a Lot at any time with the exception of shelters used by the contractor during construction of the Dwelling Unit. It is clearly understood that these temporary construction shelters may not at any time be used as a residence or permitted to remain after the completion of construction. The ARC shall approve these structures and their temporary location.

Section 12. Trailers. No trailer, mobile home, or other similar outbuilding or structure shall be placed on any Lot either temporarily or permanently.

Section 13. Outside Receptacles. Outside receptacle storage tanks, pumping facilities or similar storage receptacles, not installed within the main Dwelling Unit or within the Accessory Building, are required to be buried underground or to be screened from view by screen planting or fencing, subject to any other applicable provisions of these Covenants. Other than LP gas storage, no fuel storage of any kind may be located on a Lot.

Section 14. Parking. Each Owner shall provide space for off-street parking of four automobiles (minimum two hundred (200) square feet per space and inclusive of spaces in the garage) prior to the occupancy of any Dwelling Unit constructed on his Lot. Parking Area is to be clearly designated on the site plan when submitted for review by the ARC. On-street parking is not permitted. Recreational vehicles are not permitted to be parked on-site.

Section 15. Garbage Area. Each Lot Owner will be required to provide a screened storage area for garbage cans or bags or to provide underground

garbage receptacles or similar facilities subject to any other applicable provisions of these Covenants. Such facilities will be temporary in nature.

Section 16. Utility Easement. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable, and releasable easement right on the surface of, under and over the ground to erect, maintain and use electric and telephone poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities on, in, five (5) feet along each side of each Lot and such other areas as are shown on the applicable plat; provided, further, that the Developer may cut drainways for surface waters wherever or whenever such actions may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. The easements and rights expressly include the right to cut any trees, bushes or shrubberies, make any gradings of the site, or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance and safety. The establishment of these easements is not intended to imply that any of these utilities will be installed by the Developer.

Section 17. Boat Docks and Piers. Owners of Lots fronting the Tennessee River may erect boat docks and piers on property located between the outer boundary of their Lots and the High Water Mark upon complying with the following terms and conditions:

(a) No boat dock may be erected on a site which will interfere with the adjoining Owner's access.

(b) Stationary piers may not exceed seventy-five (75) feet in length from the 509.0 elevation contour at the shoreline. Location and size of docks, boat slips and other marine construction will be approved by the ARC based on each individual site plan and TVA regulations.

(c) Metal drums for flotation purposes are not permitted. Flotation materials will be approved by the ARC and TVA.

(d) Sketch plans and specifications, including siting and finish for boat docks must be approved by the ARC prior to beginning construction. *All other provisions notwithstanding, boat docks and piers must be approved, constructed and maintained in accordance with TVA requirements.* All Owners who construct or cause to have constructed a boat dock agree to maintain such structures in good repair and keep same safe, clean, and orderly in appearance at all times, and further agree to properly maintain and treat with preservatives all wood or metal located above the High Water Mark, exclusive of pilings. Details of the above will be submitted by Lot Owner to the Developer in order to insure that piers and docks are placed in proper locations.

(e) All boat docks will observe a minimum side yard distance of ten (10) feet from the structure to an adjoining Lot and shall not cross for a reasonable distance an adjoining Lot's projected Lot line. Reasonable distance will be determined by TVA.

Section 18. Television Signal Receiving Devices (Satellite T.V. Dishes).

Television receiving devices shall be subject to ARC approval. If allowed, the following terms and conditions must be met:

(a) Sketch plans and specifications including location, color, and size must be approved by the ARC prior to beginning installation. Satellite TV dishes will be constructed of a color and material which is aesthetically pleasing and blends with the immediate environment.

(b) The ARC may require that all television signal receiving devices be screened from public view.

(c) The removal of trees in order to receive satellite signals will be subject to all applicable provisions of these Covenants.

Section 19. Shoreline Stabilization. Owners of Lots fronting on the Tennessee River must erect shoreline stabilization on property located between

the outer boundary of their Lots, and contiguous to same, upon complying with the following terms and conditions:

(a) Shoreline stabilization will be required to be constructed before or at the same time any piers or boat docks described in Section 17 are constructed.

(b) The shoreline stabilization shall be constructed in accordance with the "TVA Rock Rip Rap with Optional Vegetation" detail drawing included in the Appendix to these Covenants.

(c) All shoreline stabilization must be sited and reviewed, prior to construction, by the ARC and approved and constructed in accordance with TVA and any other public or private entity having supervisory jurisdiction over such.

Section 20. Boat Ramps. Construction of a boat ramp is not allowed on any Lot in the Subdivision.

Section 21. Unsightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on his respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. This includes unkempt stacks of firewood, etc. Boats and boat trailers should be neatly parked in designated areas.

Section 22. Entry. Whenever the Developer is permitted by these Covenants to correct, repair, clean, preserve, clear out or take any action on the property of any Lot Owner, the Developer must first obtain the approval of the ARC and shall give written notice to the property Owner involved before entering the property. After such approval and notice, such entering the property and taking such actions shall not constitute a trespass on the part of the Developer.

Section 23. Offensive Activity. The firing or discharging of firearms is prohibited. The discharge or use of fireworks of any type is prohibited. No

Owner shall maintain any plants, animals, devices or things of any sort the normal activity, or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No livestock shall be permitted on any Lot. Not more than two (2) dogs or (2) cats (or one (1) dog and one (1) cat may be kept and maintained on any Lot.

Section 24. Signs. No information boxes or signs of any kind, commercial signs including "For Rent", "For Sale", Contractor and other similar signs shall be erected or maintained on any Lot except as may be required by legal proceedings. In the event signs are required by legal proceedings, the Developer reserves the right to restrict size, color and content of such signs. Developer also reserves the right to erect sales signs at appropriate locations to include individual signs on Lots. Signs for temporary events like "open houses" may be utilized as determined by the ARC.

Section 25. Re-Subdivided Lots. Any two (2) or more Lots may be re-subdivided or re-platted by either the Developer or other Owners provided such re-subdivision or other re-platting is first approved by the Developer. No Lot shall be re-subdivided or re-platted without the written approval of the Developer, and the Developer has absolute discretion to approve or not to approve re-subdividing and the re-platting of Lots. In any event, no Lot may be built upon which contains less than 20,000 square feet as measured from the south side of the TVA easement on Turtle Landing Road. The Developer must sign an approval authorization on the to-be-recorded plat if replanting occurs.

Section 26. Residential Design and Construction Criteria. Pursuant to the provisions of the Protective Covenants for the Subdivision, as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, the ARC has developed the following criteria to be used by the ARC in reviewing plans for proposed dwellings and structures in the Subdivision and further, to be used either in approving or disapproving such as proposed plans.

(a) Design Criteria of the Main Dwelling Unit:

- (1) It is strongly recommended that all plans for residential construction be prepared by a qualified designer, preferably, a registered architect. Homes should be designed using changing rooflines, off-setting wall lines, and architectural features and details to make each dwelling both interesting and attractive. Home using "stilts" or of underground design are not allowed. Pre-designed "catalog" plans and "contractor designed" plans will be accepted for review provided they are complete and in sufficient detail to allow a full review by the ARC. *No sketch plans nor any incomplete plans will be accepted for review by the ARC. Submitted plans should include a full set of plans, color chip and material samples, site plans and a filled out Architectural Review Form.* All revisions to the exterior of any plans, regardless of the state of construction, must be submitted to the ARC for review and approval prior to the implementation of such revisions. The ARC reserves the right to retain one (1) complete set of plans for each residence in its files.
- (2) Roof lines shall be attractively designed to complement the character of the Lot and the development in general. The use of common asphalt or flat shingles will not be allowed. Architectural (dimensional) shingles or cedar shake roof materials are allowed. Copper or earth-toned metal standing seam roofing is allowable for the purpose of accent roof areas. Other types of roofing materials will be considered by the ARC only after a review of samples.
- (3) Building materials shall be of natural tones and colors to blend with the overall setting of the Development. Bright or shiny surfaces will be subjected to careful review by the ARC. No exterior red brick will be approved. Homeowners are encouraged to use materials such as natural stone, cementitious coated brick (i.e. Boral PastelCote), cedar shake siding, wood siding or other materials approved by the ARC.
- (4) A garage or similar structure with living quarters located within it must be attached to the main dwelling with either an enclosed hallway (preferred) or covered roof. Such structure shall be located no more than thirty (30) feet from the main dwelling. These type of designs are discouraged and will be closely reviewed by the ARC. Such living quarters, if allowed, cannot be used for rental purposes or other financial gain. Garages shall have doors and should be kept closed at all times except during ingress and egress.

(b) Design Criteria of Fences and Accessory Structures:

- (1) Fences shall be used only for screening unsightly areas such as storage receptacles, garbage cans, air conditioners, and the like. Such fences shall not exceed three (3) feet in height and shall be built of materials harmonious with those used in construction of the principal Dwelling Unit but cannot be solid. The use of fencing is encouraged for purposes of pet control. The design, color, material type, and location of any fencing or entrance gates must be approved by the ARC prior to its erection. Pet control fencing shall be limited to a run or pen and shall be no higher than five (5) feet and shall be located sufficiently far away from the 509.0' elevation to prevent run-off of animal waste into the lake. A side Lot setback

of 30 feet will be required for all pet runs. Pet run shall be limited to 400 square feet maximum and be located in an area approved by the ARC. No metallic finished fences will be allowed.

- (2) The use of Accessory Buildings, in general, is discouraged, and will be subject to careful review by the ARC. Detached garages are acceptable only if their design enhances the overall design of the Dwelling Unit. All Accessory Buildings should be on the same plane (or distance) from the lake as is the main structure. No accessory structures will be allowed prior to the main dwelling unit. Greenhouses, storage spaces and other such structures, if contemplated, should be incorporated into the design of the Dwelling Unit. Plans, specifications and siting of any Accessory Building shall be submitted to and reviewed by the ARC as stated in these of Covenants. If approved, the construction may begin. All Accessory Buildings will be required to meet all previously mentioned setback lines and building codes. No "quonset" type metal sheds, carports or storage sheds will be allowed.

(c) Review and Inspection:

- (1) In addition to other restrictions contained herein, building plans will be subject to the following review procedures: Prior to the preparation of preliminary plans, the Owner or his architect, designer, contractor, or other designated representative shall meet with the ARC to discuss design and construction requirements. Based on the results of this meeting, the Owner may begin the design state of his residence.
- (2) Final plans (or modification of same if requested by the ARC) must be submitted to the ARC for review. Unless the ARC shall take formal action on the submitted plans (including modified plans) within sixty (60) days from the date of submission by the Owner, plans will be deemed to have been disapproved. The ARC may request modifications of the plans submitted and the Owners shall make such modification in a timely manner. The Developer shall keep one (1) set of these approved plans in its possession.
- (3) As the final step in the review and approval process and prior to construction, the ARC will designate a representative of the Developer to inspect siting after the house has been field staked and before tree removal and excavation are started. (At this stage, plans will have been formally reviewed and approved by the ARC. The Owner will then be notified in writing of such approval and construction may commence). Inspection may also be made as work progresses to insure compliance with the approval. The second inspection will be required after the footings have been poured and before any additional construction has begun.

(d) Construction Period:

- (1) During the construction of any improvements or Dwelling, (i) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view and (iii) all construction trash, debris, and rubbish on each Lot shall be properly

disposed of on a regular basis outside the development. Owner should provide a construction waste storage bin or receptacle during the entire construction period. Used construction materials may be burned on-site so long as such burning does not create a nuisance to other Owners or violate the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot, Dwelling or any other portion of the development. No Owner shall allow dirt, mud, gravel or other substances or collect or remain on any street.

- (2) During the construction of any Improvements or Dwelling Unit, construction equipment and the vehicles of all contractors, subcontractors, laborers, materialmen and suppliers shall (i) utilize off-street parking only; (ii) enter the Lot or Dwelling on which such improvements are being constructed only from the driveway for such Lot or Dwelling; and (iii) not damage trees or other vegetation on such Lot which, pursuant to the provisions of these Covenants, are to be preserved.
- (3) Proper erosion control is the responsibility of the Owner and his/her builder. Adequate silt fencing and gravel at the entry drive must be properly installed and maintained. All streets shall be kept free of mud, silt, and debris from erosion and construction traffic. Natural drainage channels should be maintained undisturbed, to the extent possible, and remain free of trash or debris.
- (4) Portable toilets are the responsibility of the Owner or Owner's builder. Owner or Owner's builder shall require all employees and subcontractors to utilize the same.
- (5) Washing of trucks, vehicles and other machinery and equipment on the streets are not permitted. The washing of concrete delivery trucks must be on the Lot construction site (the Developer provides no site for this activity). The established speed limit within the entire development is twenty-five (25) miles per hour for all vehicles unless posted otherwise and must be obeyed by all parties entering the development.
- (6) Damage to the streets, guardrails, drainage, inlets, street lights, markers, mailboxes, walls, fences and any other portions of the development will be repaired by the responsible Owner or Owner's builder subject to the approval of the ARC. In the event such damage is not repaired by the Owner within a reasonable time, the ARC or the Developer may repair same, and in such event, the cost of said repairs shall be paid by the responsible Owner or builder within ten (10) days of submission of the repair bill. Repairs will follow standards of construction as set forth by the ARC and Association.
- (7) If any telephone, cable television, electrical, water, gas, or other utility lines are damaged, it shall be the responsibility of the Owner or Owner's builder to bear the cost of reinstallation.
- (8) Loud radios or excessive noise shall not be allowed. Normal radio levels are acceptable. No builder or service personnel will be permitted to bring pets on the property.



- (9) No signage, building permits or other forms of advertisement of any nature shall be attached to any trees on a Lot.

Section 27. Swimming Pools. The following swimming pool restrictions shall apply to all Lots: swimming pools, outdoor hot tubs and whirlpools may be constructed, installed and maintained on Lot or Dwelling subject to the prior written approval of the plans for the same by the ARC and the restrictions contained herein. The ARC shall have the right to adopt further rules and regulations governing the construction of swimming pools and other outdoor water features or amenities within the Property, including the prohibition of same.

Section 28. Tennis Courts: Construction of tennis courts is not allowed on any Lot in the Subdivision.

Section 29. Mailboxes. All mailboxes must be uniform in design and placement as determined by the ARC. Each Owner shall be responsible for purchases and maintenance of mailboxes.

Section 30. Traffic Regulations. The following traffic regulation restrictions shall apply to all Ridge Lots:

(a) All vehicular traffic on private streets and roads in the Development shall be subject to the applicable provisions of the laws of the State of Alabama, Lauderdale County and any other city or county having jurisdiction thereof concerning operation of motor vehicles on the roadway. All private streets and roads in the Development are also subject to all rights or Developer to upgrade and improve any intersection, street or highway, as set forth in these Covenants.

(b) Operation of Motor Vehicles. Only drivers licensed to operate motor vehicles by the State of Alabama or by any other state in the United States may operate any type of motor vehicle within the Development. All vehicles of any kind and nature that are operated on the streets in the Development shall be operated in a careful, prudent, safe and quiet manner, and with due consideration for the rights of all residents of the Development.

Section 31. Sewer. Each Owner shall install an onsite sewage disposal system (septic tank and field lines) for the Dwelling that is designed, approved, and constructed in accordance with Lauderdale County Health Department requirements based on percolation tests and soil bores. The Owner will be required to provide a Plot Plan to the Lauderdale County Health Department showing the location of the proposed dwelling, driveway(s) and location of proposed septic tanks and field lines. The field lines must be placed in the vicinity of the soil bores and percolation tests holes that were approved by the Lauderdale County Health Department for Plat approval. With this plot plan, the Health Department will issue an individual permit for the onsite system for the dwelling. It will be the Owner's responsibility to pay for any percolation tests and soil bores the sewage disposal system needs to be in a different location because of the placement of the dwelling on the site. If the Town of Killen's sanitary sewer becomes available prior to construction of the Dwelling, the Owner may elect to connect to the system in lieu of an onsite sewage disposal system. In that case, the Owner will be responsible for payment of all impact fees, service pumps, internal line fees, and monthly sewer fees as may be required by the Town of Killen and its sewer provider.

Section 32. Compliance with Governmental Regulations. The following governmental regulations restrictions shall apply to all Lots: Each Owner and Occupant shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of the Governmental Authorities.

Section 33. Additional Regulations. In addition to the restrictions set forth in these Covenants, the ARC shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Design Code which restrictions shall apply to all Lots.

Section 34. Enforcement and Remedies. The following enforcement and remedy restrictions shall apply to all Lots: If any of the provisions of these

Covenants are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Developer or the ARC shall have each the right, but not the obligation, at its option, to (a) enjoin such violation or noncompliance or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Developer or the ARC in enforcing any of the provisions of these Covenants, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Developer or the ARC in connection therewith, shall be paid by such the Owner pursuant to these Covenants, and, if the same is not paid when due, shall be subject to the lien provided for in these Covenants and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Developer and the ARC set forth herein shall not be deemed exclusive of any other rights and remedies that the Developer and the ARC may exercise at law or in equity or any of the enforcement rights specified in these Covenants.

#### **ARTICLE IV** **OTHER GENERAL CONDITIONS**

Section 1. No house trailer, tent, shack, garage, barn or other outbuilding shall at any time be erected or used, temporarily or permanently, on, near or adjacent to any lot.

Section 2. No noxious, illegal or offensive conduct or use of property shall be permitted on or in connection with any lot, nor shall anything be done thereon by any lot owner that may be, or become, an annoyance or nuisance. No grantee or grantees, under any conveyance, nor any purchasers, shall at

any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, religious or otherwise, including day schools, nurseries, or church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

Section 3. No basketball goals or apparatus or fixed sport apparatus attached to the exterior of any home, residential dwelling or building shall be permitted except inside the backyard.

Section 4. No mobile home, trailer home, RV or other movable structure may be stored or kept on, adjacent to or near any lot or property at any time.

Section 5. Garbage, trash, recycling or similar containers of any and all types may not be visible from the street except on designated pick-up days.

Section 6. Lawn statuary and similar lawn ornaments or decorations shall be placed on lots so as not to impede or interfere with the mowing and maintaining of lawns.

Section 7. All driveways and adjacent parking areas must be constructed of concrete and/or concrete materials. Any driveways or parking areas composed of gravel, dirt, asphalt, shells or similar materials are strictly prohibited.

Section 8. Bedding mulch and/or bark materials must be of dark brown color so as to promote harmony of colors and materials throughout Turtle Landing.

#### **ARTICLE V** **GENERAL PROVISIONS**

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for 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 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. Any amendment must be recorded.

Section 3. Annexation. Declarant believes that annexation of Turtle Landing at Lock Six into the Town of Killen would be beneficial to all Lot Owners, and would enhance and increase property values of Lots within the Subdivision. All Lot Owners covenant and agree, by virtue of purchasing any Lot within Turtle Landing at Lock Six, that they will fully cooperate with any effort or initiative to annex the Subdivision into the Town of Killen, should such annexation become possible, and then all Lot Owners shall execute any and all documents that may necessary to accomplish such an annexation. Further, all Lot Owners covenant and agree that they shall refrain from taking any action whatsoever that would impede or obstruct annexation as described in this Section, and if called upon to do so, all Lot Owners shall vote "yes" on the issue of annexation and shall otherwise consent to same through means that are appropriate under the circumstances. Finally, if annexation into the Town of Killen occurs or becomes feasible, all Lot Owners hereby covenant and agree to convey by appropriate means to the Town of Killen and/or Lauderdale County the portion of their Lots subject to the existing 50' TVA road easement on and across the north boundaries of the Lots. Such conveyance shall be conditioned upon all necessary governmental bodies, including without limitation TVA, Lauderdale County and/or the Town of Killen, approving the dedication of the 50' TVA road easement as a public right of way to be maintained by either the Town of Killen or Lauderdale County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20th day of April, 2010.

L&S ENTERPRISES, LLC., an Alabama  
Limited Liability Company

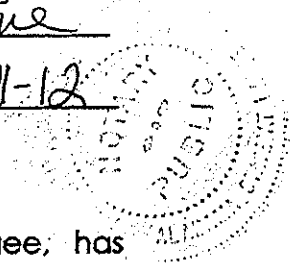
By: Donald E. Lambert  
It's President

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald E. Lambert, whose name as President of L&S Enterprises, LLC, an Alabama limited liability company, 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 full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 20<sup>th</sup> day of April 2010.

Amanda Valentine  
Notary Public  
My Commission Expires: 8-21-12



IN WITNESS WHEREOF, the undersigned, being the Mortgagee, has hereunto set its hand and seal this 20<sup>th</sup> day of April 2010.

Harry L. Smith  
HARRY L. SMITH

STATE OF ALABAMA  
COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harry L. Smith, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20<sup>th</sup> day of April 2010.

Janet S. Hinrichs  
Notary Public  
My Commission Expires:



**THIS INSTRUMENT PREPARED BY:**

**Charles J. Kelley**  
**Attorney at Law**  
**216 W. Dr. Hicks Blvd.**  
**Florence, AL 35630**  
**256-766-0503**

**AMENDED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**TURTLE LANDING AT LOCK SIX**  
**(PHASE 1 LOTS WF-1 THROUGH WF-7)**

Recording Fee 17.00  
TOTAL 17.00

The undersigned, constituting all of the Lot Owners of Turtle Landing at Lock Six, Phase 1, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7 at Page 198, hereby amend as follows the Declaration of Covenants, Conditions and Restrictions for said subdivision, recorded in the Office of the Judge of Probate of Lauderdale County, Alabama at Book 2010, Pages 14301 through 14322:

Section 34. Enforcement and Remedies. The following enforcement and remedy restrictions shall apply to all Lots: If any of the provisions of these Covenants are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Developer or the ARC shall have each the right, but not the obligation, at its option, to (a) enjoin such violation or noncompliance or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the Developer or the ARC in enforcing any of the provisions of these Covenants, including, without limitation, attorney's fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Developer or the ARC in connection therewith, shall be paid by such the Owner pursuant to these Covenants, and, if the same is not paid when due, shall be subject to **a lien upon the Lot under this Section**, and be subject to foreclosure **pursuant to the provisions of Alabama law. Any lien asserted by the Developer or the ARC under this Section shall be junior in nature, and shall be subordinated to those persons, firms, entities, institutions or corporations holding first or primary mortgages upon the subject Lot and improvements.** Notwithstanding anything provided herein to the contrary, the rights and

remedies of the Developer and the ARC set forth herein shall not be deemed exclusive of any other rights and remedies that the Developer and the ARC may exercise at law or in equity or any of the enforcement rights specified in these Covenants.

**(All other provisions of the Declaration of Covenants, as originally filed, remain unchanged.)**

**IN WITNESS WHEREOF**, the undersigned constituting the current Lot Owners of Turtle Landing at Lock Six, Phase 1, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, set our hands and seals this 10th day of November, 2011.

L&S ENTERPRISES, LLC., an Alabama Limited Liability Company

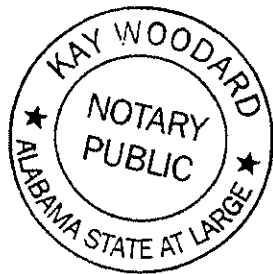
By: Donald E. Lambert  
Its President

STATE OF ALABAMA

COUNTY OF ~~LAUDERDALE~~ COLBERT/kw

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald E. Lambert, whose name as President of L&S Enterprises, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as 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 10th day of November, 2011.



Kay Woodard  
Notary Public  
My Commission Expires: 5/14/2015

**[SIGNATURES ON NEXT PAGE]**



*Darian Rhodes*  
DARIAN RHODES

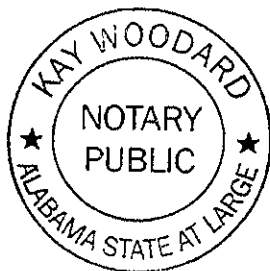
*Shannon Rhodes*  
SHANNON RHODES

STATE OF ALABAMA

COUNTY OF LAUDERDALE COLBERT *Kw*

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DARIAN RHODES AND SHANNON RHODES, 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 10th day of NOVEMBER, 2011.



*Kay Woodard*  
Notary Public  
My Commission Expires: 5/14/2015

*Jeffrey Hovater*  
JEFFREY HOVATER

*Jennifer Hovater*  
JENNIFER HOVATER

STATE OF ALABAMA

COUNTY OF LAUDERDALE COLBERT *Kw*

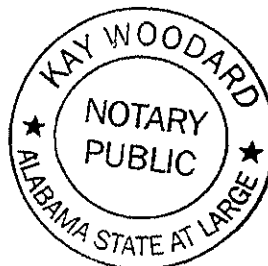
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JEFFREY HOVATER AND JENNIFER HOVATER, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of November, 2011.

*Kay Woodard*  
Notary Public  
My Commission Expires: 5/14/2014

**THIS INSTRUMENT PREPARED BY:**

**Charles J. Kelley**  
Attorney at Law  
216 W. Dr. Hicks Blvd.  
Florence, AL 35630  
256-766-0503



7/198 All

RLPY 2012 15925  
Recorded In Above Book and Page  
04/16/2012 12:14:22 PM  
Dewey D. Mitchell  
Probate Judge  
Lauderdale County, AL

**SECOND AMENDED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**TURTLE LANDING AT LOCK SIX**  
**(PHASE 1 LOTS WF-1 THROUGH WF-7)**

Recording Fee 26.00  
TOTAL 26.00

The undersigned, constituting all of the Lot Owners of Turtle Landing at Lock Six, Phase 1, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 7 at Page 198, hereby amend as follows the Declaration of Covenants, Conditions and Restrictions for said subdivision, recorded in the Office of the Judge of Probate of Lauderdale County, Alabama at Book 2010, Pages 14301 through 14322:

Section 17. Boat Docks and Piers. Owners of Lots fronting the Tennessee River may erect boat docks and piers on property located between the outer boundary of their Lots and the High Water Mark upon complying with the following terms and conditions:

(a) No boat dock may be erected on a site which will interfere with the adjoining Owner's access.

(b) Stationary piers may not exceed ~~seventy five (75)~~ **one hundred** feet in length from the 509.0 elevation contour at the shoreline. Location and size of docks, boat slips and other marine construction will be approved by the ARC based on each individual site plan and TVA regulations.

(c) Metal drums for flotation purposes are not permitted. Flotation materials will be approved by the ARC and TVA.

(d) Sketch plans and specifications, including siting and finish for boat docks must be approved by the ARC prior to beginning construction. *All other provisions notwithstanding, boat docks and piers must be approved, constructed and maintained in accordance with TVA requirements.* All Owners who construct or cause to have constructed a boat dock agree to maintain such structures in good repair and keep same safe, clean, and orderly in appearance at all times, and further agree to properly maintain and treat with preservatives all wood or metal located above the High Water Mark, exclusive of pilings. Details of the above will be submitted by Lot Owner to the Developer in order to insure that piers and docks are placed in proper locations.

26.00 Rec

(e) All boat docks will observe a minimum side yard distance of ten (10) feet from the structure to an adjoining Lot and shall not cross for a reasonable distance an adjoining Lot's projected Lot line. Reasonable distance will be determined by TVA.

Section 19. Shoreline Stabilization. Owners of Lots fronting on the Tennessee River must erect shoreline stabilization on property located between the outer boundary of their Lots, and contiguous to same, upon complying with the following terms and conditions:

(a) Shoreline stabilization will be required to be constructed before or at the same time any piers or boat docks described in Section 17 are constructed.

(b) The shoreline stabilization shall be constructed in accordance with the "TVA **Stacked Rock Wall** ~~Rock-Rip-Rap~~ with Optional Vegetation" revised detail drawing dated March 9, 2012 attached hereto. **The stacked rock wall shall be "Rustic Blue Ledgerrock" as supplied by Alabama Wholesale Stone, 1480 County Highway 36, Oneonta, AL 35121; no substitutes without approval of ARC and lot owners signing this amendment or their successors as the case may be.**

(c) All shoreline stabilization must be sited and reviewed, prior to construction, by the ARC and approved and constructed in accordance with TVA and any other public or private entity having supervisory jurisdiction over such.

**(All other provisions of the Declaration of Covenants, as originally filed and previously amended, remain unchanged.)**

IN WITNESS WHEREOF, the undersigned constituting the current Lot Owners of Turtle Landing at Lock Six, Phase 1, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, set our hands and seals this ~~4th~~ day of ~~March~~, 2012.

*April*

L&S ENTERPRISES, LLC, an Alabama Limited Liability Company

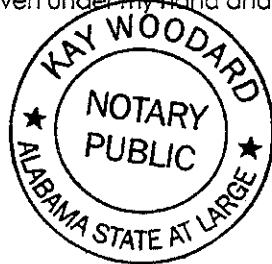
By: *Donald E. Lambert*  
Its President

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald E. Lambert, whose name as President of L&S Enterprises, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as 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 *4th* day of *April*, 2012.



*Kay Woodard*  
Notary Public  
My Commission Expires: *5/4/2015*

[SIGNATURES ON THE FOLLOWING PAGES]

*Darian Rhodes*  
DARIAN RHODES

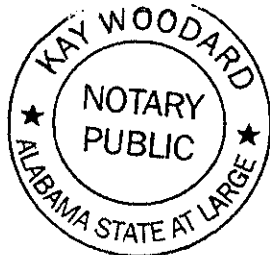
*Shannon Rhodes*  
SHANNON RHODES

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DARIAN RHODES AND SHANNON RHODES, 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 11th day of ~~March~~ <sup>APRIL</sup>, 2012.



*Kay Woodard*  
Notary Public  
My Commission Expires: 5/4/15

*Jeffrey Hovater*  
JEFFREY HOVATER

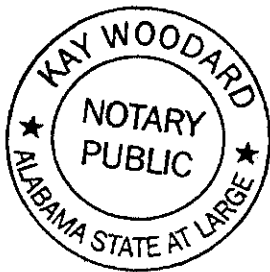
*Jennifer Hovater*  
JENNIFER HOVATER

STATE OF ALABAMA

COUNTY OF LAUDERDALE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JEFFREY HOVATER AND JENNIFER HOVATER, 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 16th day of ~~March~~ <sup>April</sup>, 2012.



*Kay Woodard*  
Notary Public  
My Commission Expires: 5/4/15

PHILLIP McNEILL

*[Handwritten signature of Phillip McNeill]*

CATHERINE McNEILL

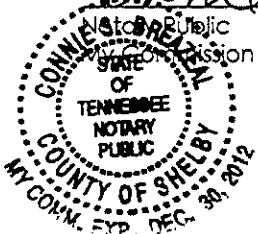
STATE OF TENNESSEE

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that PHILLIP McNEILL AND CATHERINE McNEILL, 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 30<sup>th</sup> day of March 2012.

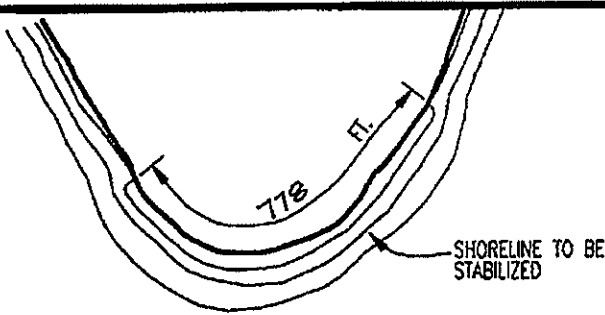
*[Handwritten signature of Notary Public]*



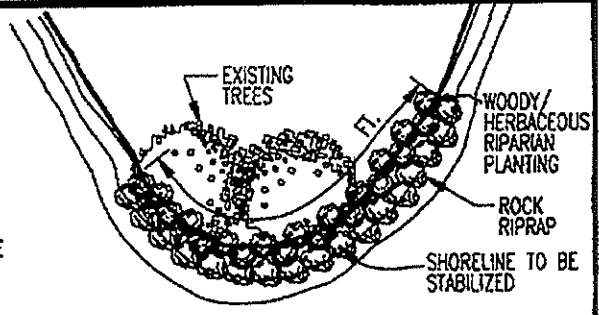
Commission Expires: 12/30/12

THIS INSTRUMENT PREPARED BY:

Charles J. Kelley  
Attorney at Law  
216 W. Dr. Hicks Blvd.  
Florence, AL 35630  
256-766-0503



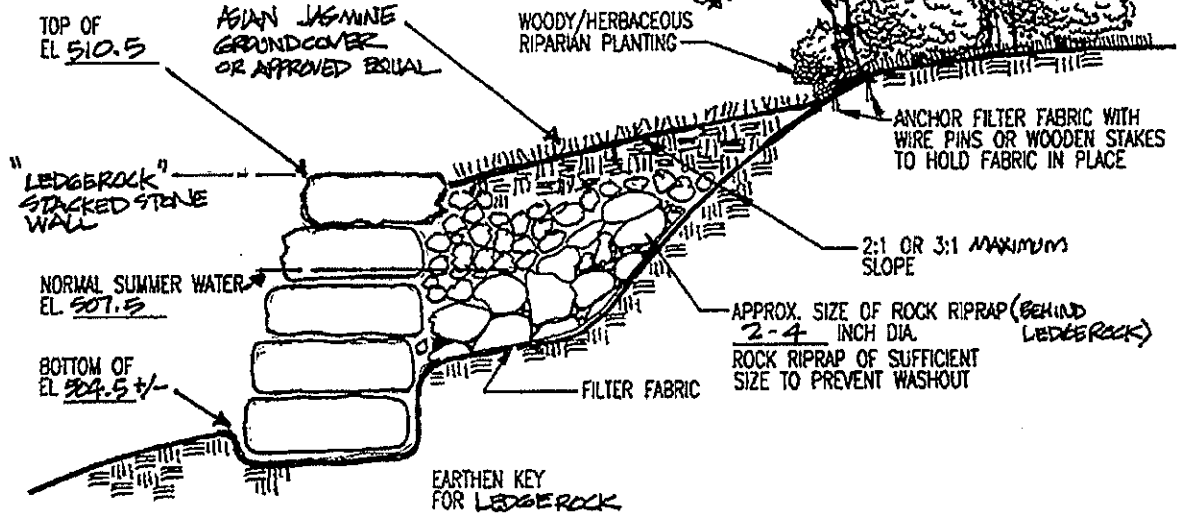
**PLAN SHOWING EXISTING SHORELINE**



**PLAN SHOWING STABILIZED SHORELINE**



**SECTION SHOWING EXISTING SHORELINE**



**SECTION SHOWING STABILIZED SHORELINE**

THE NORMAL SUMMER WATER LEVEL IS:

**NOTE:**  
INCLUDE ALL DIMENSIONS AND ELEVATIONS WHERE INDICATED.

<b>IWA</b>	REVISED MARCH 9, 2012	
	<b>STACKED ROCK w/ OPTIONAL VEGETATION</b>	
PROJECT LOCATION INFORMATION:		
STREAM NAME <u>TENNESSEE RIVER</u>	SUBMISSION NAME _____	
RESERVOIR NAME <u>WILSON</u>	LOT NUMBER _____	
MILE MARKER <u>TRM 265R</u>	MAP NO. _____	
(APPLICANT'S NAME)		
<u>L &amp; S ENTERPRISES, LLC</u>		