

STATE OF ALABAMA
CHEROKEE COUNTY

BOOK A262 PAGE 253

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
RIVERBEND ESTATES
1995 - 1999

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and published this 24 day of May, 1996, by WEISS LAKE LODGE, LTD., INC., owner.

W I T N E S S E T H:

THAT, WHEREAS, the said WEISS LAKE LODGE, LTD., INC., a corporation, is the owners of the lands and improvements located thereon, known as RIVERBEND ESTATES, situated in Cherokee County, Alabama; at Page PB 9 Pg 115 Probate Office, Cherokee County, Alabama; and

WHEREAS, is to the interest, benefit and advantage of said WEISS LAKE LODGE, LTD., INC., and to each and every person or entity that hereafter purchases any lot in said RIVERBEND ESTATES, that certain protective covenants restrictions governing and regulating the use and occupancy of the same be established, set forth and declare to be covenants and restrictions running with the lands;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived, said WEISS LAKE LODGE, LTD., does hereby set up, establish, promulgate and declare the following protective covenants and restrictions to apply to all of said lots, and all persons or entities owning said Lots, or any of them

1. DEFINITIONS: The following terms shall have the following meanings, when used herein:

a. Campground Development - means the RIVERBEND ESTATES, as shown on the map or plat thereof recorded in Plat Book 9, at Page 115, Probate Office, Cherokee County, Alabama.

b. Lot Owner - means any person or entity that purchases, inherits, or acquires by any means any lot or lots located in the Campgrounds Development.

c. Lot, or Lots - means any lot or lots located in the Campground Development.

2. TERM: These covenants and restrictions are to run with the land and shall be binding on all parties, persons, and all entities claiming under them for a period of five (5) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of five (5) years each unless an instrument signed by a majority of the votes of the Lot Owners, with each Lot Owner having one vote, has been recorded, agreeing to change said covenants and restrictions in whole or in part.

3. ALABAMA POWER RESTRICTION: The Campground Development is subject to the right of Alabama Power, a corporation, to flood, cover or surround with water from time to time that portion of the Campground Development which would either be covered with or which either alone or together with other lands would be intirely surrounded with waters of the Coosa River or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane of 573 feet above mean sea level as established by the United States Coast and Geoditic Survey as adjusted in January, 1955, together with the rights of ingress and egress over and across said lands.

4. OWNERS ASSOCIATION: There is hereby established as unincorporated association known as the Owners Association. The Owners Association shall be composed of each person or entity that owns a Lot or Lots in RIVERBEND ESTATES. In the event a Lot is, or Lots are, owned jointly by more than one joint owner, one of the joint owners shall be designated by the joint owners to be the member of the Owners Association representing such jointly owned Lot or Lots. If any Lot is, or Lots are, owned by a corporation or other artificial entity, such corporation or entity shall designate one person to represent said corporation or entity as a member of the Owners Association. Each member of the Owners Association shall have one vote. The initial meeting of the Owners Association shall take place at RIVERBEND ESTATES on September 30, 1989, at 1:30 o'clock, p.m.; Central Time, for the purpose of organizing the Owners Association and electing a President, Vice-President, and Secretary-Treasurer. Thereafter, an annual meeting of the Owners Association shall take place on the first Saturday in May of each year, at a place to be determined by the Owners Association. Notice of the time and place of each annual meeting (or of any special called meeting) of the Owners Association shall be sent by the Secretary-Treasurer to the last known address of each of the members of the Owners Association at least two weeks prior to any such meeting. A special called meeting of the Owners Association shall be called by a potition of at least 10 members of the Owners Association, or by the Officers of the Owners Association. At any and all of the meetings of the Owners Association, a quorum shall be established if the members representing more than twenty-five percent of the members of RIVERBEND ESTATES Owners Association are present. At all meetings of the Owners Association at which a quorum is present, a simple majority vote of the members present shall be sufficient to constitute the action of the Owners Association.

With regard to any quarterly charges, or any other charges or assessments made by the Owners Association on the owners of the Lots of RIVERBEND ESTATES, the Owners Association is hereby given a lien on any Lot or Lots for which the owner thereof fails to pay such quarterly charges, other charges, or assessments, when due. The Owners Association is hereby authorized to sue out an attachment, execution and levy in the courts for the State of Alabama, to collect and unpaid sums due which give rise to the lien as aforesaid.

It shall be the policy of the Owners Association to assess a \$2 per month late fee for any quarterly charges not paid within thirty days of a statement of said quarterly charges being mailed to lot owner of record. It shall further be the policy of the Owners Association to file a lien on any lot or lots when 30 days have elapsed following the second quarter for which charges have not been paid. At the time of filing of such lien, a five-member Utilities Committee of the Owners Association, appointed at each annual meeting by the newly-elected President, shall cause water service to the said lot or lots to be terminated. Service shall not be reinstated until all charges and assessments have been paid in full.

Each lot owner shall install and maintain a separate water meter. The Utilities Committee shall cause water service to be terminated after 30 days notice to any owner found in violation of this policy.

The Owners Association is hereby authorized to elect a five member architectural committee to exercise the authority of the Owners Association under paragraphs 7, 8, 9, 13, 14, and 15 of these Protective Covenants and Restrictions.

All officers, and members of the architectural committee shall be elected annually at the annual meeting of the Owners Association, and shall hold office until their respective successors are duly qualified and elected.

The Owners Association is hereby authorized to adopt by laws governing the affairs of the Owners Association.

5. USE OF LOTS: Lots are to be used for family camping, picnicking, recreational fishing, and similar recreational purpose. Lots are not to be used for any commercial industrial, agricultural, or permanent residential purposes. No permanent residence, barns, buildings, sheds, stables, bath houses, privies, outhouses, septic tanks, mobile homes, double wide mobile homes or sewage disposal facilities shall be constructed on any Lot or Lots. Provided, however, that WEISS LAKE LODGE, LTD., INC. shall be entitled to rent out any Lots owned by it in RIVERBEND ESTATES. Only recreational vehicles and pull-behind recreational vehicle camper trailers that have been specifically manufactured for recreational and camping purposes shall be allowed on a lot. A house trailer or mobile home that has been converted will not be acceptable. All such vehicles must remain mobile, with working wheels attached, and must be capable of being moved readily if circumstances required.

6. CONSTRUCTION: Any and all construction of pails, porches, patios, decks, borders, docks, piers, sea walls, retaining walls, barbecue pits, walkways, or any other structure to be placed on or located on a Lot or Lots, must be submitted to and approved by the Owners Association prior to the commencement of any construction.

7. FENCES: No blind fences of any type, material, design or construction, and no structures declared by the Owners Association to be a fence, shall be allowed on any Lot or Lots.

8. SHRUBBERY: Any shrubbery planted by any Lot Owner upon any Lot or Lots must be planted in such a fashion so as not to constitute a blind "fence."

9. LOCATION OF CAMPERS: The location of campers, trailers, etc. by the Lot Owners on their respective Lots, is subject to the review, approval and/or direction of the Owners Association. The placement or location on any Lot of more than one travel trailer, camper, or any other such recreational vehicles, is prohibited.

10. NUISANCE: No noxious, offensive, or dangerous activity shall be carried on upon any Lot or Lots, nor shall anything be done thereon which maybe or may become an annoyance, nuisance, or danger to the Campground Development, or the person occupying the same.

11. OBSTRUCTION OF NATURAL DRAINAGE: No Lot Owner shall locate any camper, trailer, structure, walkway, border, ditches, shrub, flower bed or object across said Lot or Lots, or divert the natural drainage from said Lot Or Lots unto or across lands other than said Lot or Lots. No Lot Owner shall do anything which alters in any way, the natural lay of the lands.

12. CUTTING TREES: No tree or trees presently growing upon any Lot shall be cut without the prior approval of the Owners Association.

13. ANIMALS: No domestic animals or wild animals, or domestic or wild fowl, shall be brought onto or kept on any Lot of the Campground Development; provided, however, that ordinary family pets may be brought onto said Lots provided that said pets are not left unattended or allowed to roam free, and are restrained by a manner or means approved by the Owners Association.

14. EASEMENT FOR UTILITIES: An easement across all Lots is hereby reserved for existing water and power utilities, and any and all future utilities that might be installed and/or maintained on the Campground Development. In addition, a further easement is reserved for purposes of maintaining and/or repairing said utilities, and for doing all things necessarily incidental thereto.

15. UTILITY REPAIRS: The Owners Association shall make all repairs that are necessary to keep the utilities in good repair and working order. provided, however, that if said utilities shall be damaged or destroyed as a result of some person's negligence or willful misconduct, the Owners Association shall repair said damage and the person who caused said damages shall be liable for, and shall pay, all costs and expenses associated with said repairs.

16. UTILITY AND MAINTENANCE STATEMENT: All Lot owners will be liable for, and required to pay, a quarterly bill submitted to the Lot owner by the Owners Association, containing the following charges:

a. A reasonable fee for water, dumping station, and garbage service. Said reasonable fee is to be set by the Owners Association based on its costs of providing the services to the Lot Owners.

b. A reasonable share of grounds maintenance and upkeep. The reasonable charge shall be set by the Owners Association, based on its costs of providing the services to the Lot Owners.

17. SEWAGE DISPOSAL: The Owners Association shall maintain, for the use and benefit of Lot Owners and all other people who are lawfully using the Campground Development facilities, a sanitary sewage disposal scheme or system. This scheme or system shall be open and available for use, every day of the year.

18. GARBAGE DISPOSAL: Each Lot Owner is to be responsible for disposing all garbage and refuse from his respective Lot or Lots, on a daily basis, into the trash dumpster to be maintained by the Owners Association for the purpose. Prior to being placed into the dumpster, all trash shall be put in plastic garbage bags and securely fastened. Each Lot Owner is to be permitted to have on his Lot, one plastic trash can for purposes of accumulating said daily garbage, refuse, or trash. Each Lot Owner is required to keep his lot free of trash, garbage, and/or refuse, and in the event a Lot Owner fails to do so, the Owners Association shall remove said trash, garbage and/or refuse, and the Lot Owner will pay a reasonable fee therefor.

19. STREETS: All streets as shown on the map or plat of the Campground Development, which said major plat appears of record in Plat Book 9, at Page 115, Probate Office, Cherokee County, Alabama, are hereby reserved and dedicated to the use and benefit of the Lot Owners, and all other persons lawfully using the Campground Development facilities, and shall not be sold or offered for sale. No street to be used in any fashion so as to deprive, permanently or for any unreasonable length of time, any Lot Owner of access to his Lot or Lots. The Owners Association shall be responsible for the maintenance of the streets as part of its ordinary grounds maintenance.

20. BOAT LAUNCH FACILITIES: Access to the boat launch facilities, as shown on the map or plat of the Campground Development, which said map or plat appears of record in Plat Book 9, at Page 115, Probate Office, Cherokee County, Alabama, is hereby reserved for the use and benefit of the Lot Owners, and all other persons lawfully using the Campground Development facilities and shall not be sold or offered for sale.

IN WITNESS WHEREOF, WEISS LAKE LODGE, LTD., INC. has caused its duly authorized officer to set his hand hereto for and as the act of the corporation, on the date first above written.

WEISS LAKE LODGE, LTD., INC.

BY: [Signature]
ITS: [Signature]

STATE OF: Alabama
COUNTY OF: Cherokee

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I, the undersigned, a Notary Public in and for said County and State hereby certify that Dianne Smithson

Treasurer whose name(s) as Secretary

(respectively), of WEISS LAKE LODGE, LTD., INC., a corporation (is) (are) signed to the foregoing Covenants and Restrictions, as such officer (s) and with full authority, executed the same voluntarily for and as the act of the said corporation on the day the same bears date.

Given under my hand and official seal of office this 24th day of May, 1996.

Rita H. Stubbs
NOTARY PUBLIC

This Instrument Prepared By:
Buttram & McWhorter
Attorneys at Law
Centre, Alabama

THE STATE OF ALABAMA
CHEROKEE COUNTY

OFFICE OF PROBATE JUDGE

Dianne Smithson
1405 Cathoun Ave
Rome GA 30161

I hereby certify that this instrument was filed in office for record on the 24 day of May 1996 at 3:45 o'clock p m. and was duly recorded on the 24 day of May 1996

487198

Phillip W. Jordan

Phillip W. Jordan, Judge of Probate, Cherokee County, Ala.

Cert. Fee 1.00
Mtg. Tax _____
Deed Tax _____
Rec. Fee 5.00
M.H. 2.00
Total 18.00pd