

1755992



**AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,
COVENANTS, AGREEMENTS, LIENS AND CHARGES
LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC.
of 2019**

THIS DECLARATION, made this 17th day of January, 2019 by owner or owners of record of sixty-six and two-thirds percent (66 ²/₃ %) of the Lake Forest Property Owners Association, Inc. members, encompassed within the Lake Forest development, present in person or by ballot, at a meeting of the members of the Lake Forest Property Owners Association, Inc. (hereinafter "LFPOA Inc") duly called for such purpose at which a quorum is present, and applies to all property and lots which are part of the Lake Forest development as of the date approved, or at any time thereafter.

This Amended Declaration of Restrictions, Conditions, Easements, Covenants, Agreements Liens and Charges of the Lake Forest subdivision and LFPOA is intended to amend all prior existing Covenants including, but not limited to, that most recently set out in the Amended Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges for Lake Forest, recorded December 12, 2017 as Instrument No. 1670284, in the Office of the Judge of Probate for Baldwin County, Alabama¹.

Add to Section "III. Land Use" the following:

C. With respect to all units:

No dwelling or residence shall be occupied by more than one "Single-family," which shall be defined and interpreted to mean (i) one natural person; or (ii) a group of two or more natural persons who commonly and regularly reside together as a single housekeeping unit, related to each other by blood, or legally related to each other by marriage or adoption, or (iii) not more than three (3) unrelated persons living together in a dwelling unit. Owners of dwellings or residences shall provide copies of leases and other documents evidencing occupation shall be provided to LFPOA, Inc. upon request.

Amend Section "VI. Architectural Committee" paragraph "B" as follows:

Restate paragraph B as follows:

B. The Architectural Committee is composed of three (3) members of the Board of Directors of LFPOA, Inc. The President of the Board of Directors shall nominate a member of the Board to serve as Chairperson of the Architectural Committee, subject to approval by the Board of Directors. The Chairperson shall appoint additional members of the Board of Directors to serve on the Architectural Committee. Each member of the Architectural Committee shall serve one-year terms provided, however, that each member shall continue to serve until his/her successor is appointed.

¹ All references to sections and paragraphs herein refer to that Amended Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges for Lake Forest, recorded December 12, 2017 as Instrument No. 1670284, in the Office of the Judge of Probate for Baldwin County, Alabama.

Add to Section "VI. Architectural Committee" the following:

G. The Board of Directors of the LFPOA, Inc. shall promulgate and enforce general Architectural Guidelines and Standards for the properties within the planned unit development known as Lake Forest. Those Guidelines and Standards shall include, but are not limited to, a description of potential sanctions for violations of the Covenants (the Declarations of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges), the Bylaws, or the Architectural Guidelines and Standards.

"Sanctions" shall mean the imposition of reasonable monetary fees or charges, suspension of the right to vote and/or the right to use the Common Area, together with interest, costs, and reasonable attorney's fees, including appellate attorney's fees and costs, for Violations. The procedure for the imposition of sanctions shall be as provided in the Architectural Guidelines and Standards of the Association, as may be amended from time to time.

H. It shall not be necessary that Architectural Guidelines be recorded in the Baldwin County Public Records, but they may be for the convenience of the Architectural Committee. The guidelines shall be those of the Association, and any amendments thereto shall require approval by the Board of Directors.

Add to Section "XIII. Appearance of Lots, Removal of Trees" the following:

Applying to all Units.

E. All shrubs, trees, bushes, grass and plantings shall be kept trimmed and mowed, as applicable, to present a clean, neat, and well-kept appearance. Trees, bushes, and undergrowth shall be kept pruned and cleaned out at all times to present an attractive appearance and to eliminate unhealthy and unsafe conditions on the property. All improvements must be well-maintained and clean, with trash, debris, leaves and other yard waste periodically removed to preserve a well-kept appearance.

F. Parking must be confined to the interior of the Unit within a garage or driveway and not on public right of way or easement, and not upon any area not designated as a garage or driveway of the unit. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up and delivery.

Add to Section "XV. Remedies for Violations" the following:

Applying to all Units:

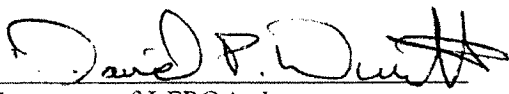
Anything contained in the Declaration notwithstanding, if LFPOA, Inc., its successors or assigns, applies to any court of law and/or equity having jurisdiction thereof for damages, an injunction, or other proper relief, and if such relief be granted, LFPOA, Inc., its successors or assigns, shall be entitled to, and the violating owner(s) shall be liable for, reasonable expenses in prosecuting such suit, including attorney's fees.

This Amended Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges for Lake Forest was duly adopted by a vote of members entitled to vote at a duly called meeting on the 17th day of January, 2019.

Lake Forest Property Owners Association, Inc.

By: _____
Its President

ATTEST:


Secretary of LFPOA, Inc.

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Patrick Collins
7051 Professional Place
Daphne, AL 36526