

AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,  
COVENANTS, AGREEMENTS, LIENS AND CHARGES  
LAKE FOREST PROPERTY OWNERS ASSOICATION, INC.

THIS DECLARATION, made this 16<sup>th</sup> day of November, 2017 by owner or owners of record of sixty-six and two-thirds percent (66 <sup>2</sup>/<sub>3</sub> %) 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, hereinafter called "Declarant" 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.

WITNESSETH:

WHEREAS, Lake Forest consists of certain real property located in Baldwin County, Alabama, as set forth on those certain plats which are recorded in:

- Lake Forest, Windsor Square: Map Book 5, Page 132
- Lake Forest, Unit 2: Map Book 5, Page 55
- Lake Forest, Unit 3: Map Book 5, Page 83
- Lake Forest, Unit 4: Map Book 5, Page 121
- Lake Forest, Unit 5: Map Book 6, Page 9
- Lake Forest, Unit 6: Map Book 7, Page 15
- Lake Forest, Unit 7: Map Book 7, Page 94
- Lake Forest, Unit 8: Map Book 7, Page 95
- Lake Forest, Unit 9: Map Book 7, Page 96
- Lake Forest, Unit 10: Map Book 7, Page 104
- Lake Forest, Unit 11: Map Book 7, Page 113
- Lake Forest, Unit 12: Map Book 7, Page 118
- Lake Forest, Unit 14: Map Book 7, Page 105
- Lake Forest, Unit 15: Map Book 7, Page 114
- Lake Forest, Unit 16: Map Book 7, Page 119
- Lake Forest, Unit 17: Map Book 7, Page 133
- Lake Forest, Unit 18: Map Book 7, Page 155
- Lake Forest, Unit 19: Map Book 7, Page 156
- Lake Forest, Unit 20: Map Book 8, Page 15
- Lake Forest, Unit 21: Map Book 8, Page 29
- Lake Forest, Unit 22: Map Book 8, Page 73, corrected from Map Book 8, Page 38; Misc. Book 24, Page 27-28
- Lake Forest, Unit 23: Map Book 8, Page 74, corrected from Map Book 8, Page 51; Misc. Book 23, Page 873-874
- Lake Forest, Unit 24: Map Book 8, Page 85
- Lake Forest, Unit 25: Map Book 8, Page 86
- Lake Forest, Unit 26: Map Book 8, Page 87
- Lake Forest, Unit 27: Map Book 9, Page 1
- Lake Forest, Unit 28: Map Book 8, Page 104
- Lake Forest, Unit 29: Map Book 8, Page 117
- Lake Forest, Unit 31: Map Book 10, Page 135

BALDWIN COUNTY, ALABAMA  
TIM RUSSELL PROBATE JUDGE  
Filed/cert. 12/12/2017 1:06 PM  
TOTAL \$ 100.00  
30 Pages



1670284

Lake Forest, Unit 32: Map Book 9, Page 54, corrected from Map Book 9, Page 3; Misc. Book 25, Pages 191-192

Lake Forest, Unit 33: Instrument Number 1016970, Slide 2306 E

D'Olive Springs: Slide 1092 B

in the records in the Office of the Judge of Probate of Baldwin County, Alabama, as may have been otherwise amended from time to time;

WHEREAS, the existing Declaration of Covenants as imposed upon said real property such provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, as are recorded in:

Windsor Square: Misc. Book 18, Pages 117-129, As Amended Misc. Book 22, Pages 687-690

Unit 2: Misc. Book 15, Pages 489-495, As Amended Misc. Book 22, Pages 687-690

Unit 3: Misc. Book 16, Pages 285-291, As Amended Misc. Book 22, Pages 687-690

Unit 4: Misc. Book 17, Pages 115-121, As Amended Misc. Book 22, Pages 687-690

Unit 5: Misc. Book 20, Pages 247-257, As Amended Misc. Book 22, Pages 687-690

Unit 6: Misc. Book 22, Pages 47-58, As Amended Misc. Book 22, Pages 687-690

Unit 7: Misc. Book 22, Pages 691-709

Unit 8: Misc. Book 22, Pages 691-709

Unit 9: Misc. Book 22, Pages 691-709

Unit 10: Misc. Book 22, Pages 783-797

Unit 11: Misc. Book 22, Pages 857-871

Unit 12: Misc. Book 22, Pages 959-973

Unit 14: Misc. Book 22, Pages 783-797

Unit 15: Misc. Book 22, Pages 857-871

Unit 16: Misc. Book 22, Pages 959-973

Unit 17: Misc. Book 23, Pages 65-77; and Corp. Book 19, Pages 137-149

Unit 18: Misc. Book 23, Pages 137-152

Unit 19: Misc. Book 23, Pages 137-152

Unit 20: Misc. Book 23, Pages 321-334

Unit 21: Misc. Book 23, Pages 471-485

Unit 22: Misc. Book 23, Pages 592-604, As Amended Misc. Book 24, Pages 27-28

Unit 23: Misc. Book 23, Pages 851-863, As Amended Misc. Book 23, Pages 873-874

Unit 24: Misc. Book 24, Pages 87-99, As Amended Misc. Book 27, Pages 276-282

Unit 25: Misc. Book 24, Pages 100-113, As Amended Misc. Book 27, Pages 276-282

Unit 26: Misc. Book 24, Pages 114-125, As Amended Misc. Book 27, Pages 276-282

Unit 27: Misc. Book 24, Pages 564-578, As Amended Misc. Book 27, Pages 276-282

Unit 28: Misc. Book 24, Pages 393-405, As Amended Misc. Book 27, Pages 276-282

Unit 29: Misc. Book 24, Pages 453-468, As Amended Misc. Book 27, Pages 276-282

Unit 31: Misc. Book 32, Pages 222-234

Unit 32: Misc. Book 24, Pages 549-563, As Amended Misc. Book 27, Pages 276-282

Unit 33: Instrument Number 1099054

D'Olive Springs: Misc. Book 56, Pages 142-173; As Amended Misc. Book 65, Pages 1521-1523

in the records in the Office of the Judge of Probate of Baldwin County, Alabama; as may have been otherwise amended from time to time;

WHEREAS, said existing Covenants have been amended from time to time and those amendments include the following:

Windsor Square: Instrument Number 1562116  
Unit 2: Instrument Number 1562117  
Unit 3: Instrument Number 1562118  
Unit 4: Instrument Number 1562119  
Unit 5: Instrument Number 1562120  
Unit 6: Instrument Number 1562121  
Unit 7: Instrument Number 1562122  
Unit 8: Instrument Number 1562123  
Unit 9: Instrument Number 1562124  
Unit 10: Instrument Number 1562125  
Unit 11: Instrument Number 1562126  
Unit 12: Instrument Number 1562127  
Unit 14: Instrument Number 1562128  
Unit 15: Instrument Number 1562129  
Unit 16: Instrument Number 1562130  
Unit 17: Instrument Number 1562131  
Unit 18: Instrument Number 1562132  
Unit 19: Instrument Number 1562133  
Unit 20: Instrument Number 1562134  
Unit 21: Instrument Number 1562135  
Unit 22: Instrument Number 1562136  
Unit 23: Instrument Number 1562137  
Unit 24: Instrument Number 1562138  
Unit 25: Instrument Number 1562139  
Unit 26: Instrument Number 1562140  
Unit 27: Instrument Number 1562142  
Unit 28: Instrument Number 1562143  
Unit 29: Instrument Number 1562144  
Unit 31: Instrument Number 1562145  
Unit 32: Instrument Number 1562146  
Unit 33: Instrument Number 1562147  
D'Olive Springs: Instrument Number 1360032

WHEREAS, the Lake Forest community has been annexed into the City of Daphne and certain land us, planning, codes and ordinances apply to the property in the Lake Forest Community; and

WHEREAS, it is the desire and intention of Declarant to hereby in the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges to unify said Lake Forest Declaration of Covenants while maintaining substantive and material variations in regards to their respective provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges; and,

WHEREAS, it is the desire and intention of Declarant to continue the mutual, beneficial restrictions, conditions, easements, covenants, agreements, liens and charges under a general plan or scheme of improvement for the benefit of all the said lands and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to

the following provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof;

I. TERM

All of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges set forth herein shall affect each and all of the above described lots and, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them in perpetuity, unless sooner annulled, amended, or modified pursuant to the provisions of Article XX hereof.

II. MUTUALITY OF BENEFIT AND OBLIGATION

All of said restrictions, conditions, easements, covenants, provisions, agreements, liens, and charges set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said map and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said map; to create reciprocal rights between the respective owners of all the lots shown on said map; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

III. LAND USE

A. With respect to Windsor Square and Units 2 through 6, inclusive:

All lots in said subdivision shall be known and designated as residential lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars or servants' quarters and appropriate outbuildings.

B. With respect to all other Units:

All lots, tracts, and parcels of the subdivision shall be used only as herein set forth and zoned, and such designated usage can be changed only by the approval of the Architectural Committee as provided for herein. All lots of the subdivision shall be used for only single-family residence, except those lots whose use is specifically indicated for purposes other than single family as set forth herein.

IV. ZONING CLASSIFICATIONS

Each and every one of the lots and tracts of the subdivision described above shall be improved, occupied and used for the respective purposes and permitted uses as designated in the following Zoning Classifications:

- A. With respect to Windsor Square, the ground floor area of a residence, exclusive of porches, breezeways, carports, patios and attached or detached garages, shall be not less than nine hundred and sixty (960) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.
- B. With respect to Units 2, 3, 4, 5 (restricted to lots 12-21), and 6, the ground floor area of a dwelling, exclusive of porches, breezeways, carports, patios and attached or detached garages, shall be not less than one thousand four hundred twenty-five (1,425) square feet for a one-story dwelling, nor less than one thousand (1,000) square feet for a dwelling of more than one story.
- C. With respect to Unit 5, lots numbered 1 through 11 and 22 through 40, being all lots except lots numbered 12 through 21 (the beginning and ending numbers being included in each case), the said ground floor shall be not less than 1,200 square feet for a dwelling having only one story, nor less than 1,000 square feet for a dwelling having more than one story.

D. Zone PCD Planned Community Districts

Zone PCD defined:

Tracts within the boundaries of the subdivision described above that are reserved for future use to be determined by LFPOA, Inc.:

- 1. A use permit, building permit, or other legal document which shall be construed as an approval to construction improvements on, alter, or otherwise affect the existing grades, vegetation, or other natural characteristics of property zoned PCD cannot be issued by any party other than LFPOA, Inc.
- 2. Permits and/or approvals for the construction of improvements on properties zoned PCD shall be issued only as a result of a thorough review and thereafter approval by LFPOA, Inc. and the Architectural Committee of a complete and detailed set of construction plans for the proposed construction, which shall include the following:
  - a. Site development plan to include drives, paths, fences, decks, patios, signs, and all proposed improvements.
  - b. Landscaping plan to include all trees, bushes, etc.
  - c. Complete and detailed construction plans to include all exterior elevations, materials, and colors.
  - d. Concept sketch in color to include the entire subject site and peripheral areas illustrating the plan as it will appear in its completed state.
- 3. The following tracts are zoned PCD and shall be improved only in strict conformance with the definitions, restrictions, and procedures of the zoning classification:

Unit 7, Lot A

Unit 7, Lot B

E. ZONE R-S-1-1,500 – Residential – Single Family

One story – 1,500 Sq. Ft.

Zone R-S-1-1,500 defined:

- 1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.

2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than fifteen hundred square feet (1,500 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-1-1,500 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-1-1,500 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 7, Lots 66 through 81, inclusive

F. ZONE R-S-1-1,400 Residential – Single Family  
 One Story – 1,400 Sq. Ft.  
 ZONE R-S-1-1,400 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than fourteen hundred square feet (1,400 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls.

5. Permits and/or approvals for the construction of improvements on properties zones R-S-1-1,400 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-1-1,400 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 7, Lots 5 through 28 inclusive;  
 Lots 35 through 40 inclusive; and  
 Lots 62 through 65 inclusive

G. ZONE R-S-1-1,000 Residential – Single Family –  
 One Story – 1,000 Sq. Ft.  
 ZONE R-S-1-1,000 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-1-1,000 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-1-1,000 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 22, Lots 1-231, inclusive

H. ZONE R-S-1-720 – Residential – Single Family

One Story – 720 Sq. Ft.

Zone R-S-1-720 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to one story in height wherein a single story shall be defined as any floor level which does not lie at an elevation of more than five (5) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than seven hundred twenty square feet (720 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls.
5. Manufactured housing may be placed on lots zoned R-S-1-720 (and other lots provided such manufactured housing complies with the following and all other restrictions, including size requirements, pertaining to the particular lot), subject to the restrictions herein contained, and the following conditions and limitations:
  - a. The space between the ground level and the bottom of the manufactured home must be enclosed in a manner suitable to the Architectural Committee.
  - b. The exterior of the manufactured housing must be completely enclosed by a material of wood finish.
  - c. The manufactured housing must be modified by a wood structure or otherwise so it will not have a flat roof in its finished form.
  - d. The Architectural Committee must be satisfied that the manufactured housing in its finished form has such an appearance that it does not have the appearance of manufactured housing.
  - e. The Architectural Committee shall have absolute discretion in granting or rejecting permits and/or applications for the placement of manufactured housing.
6. Permits and/or approvals for the construction of improvements on properties zones R-S-1-720 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
7. The following lots are zoned R-S-1-720 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 10, all lots  
 Unit 11, all lots  
 Unit 12, all lots

I. ZONE R-S-2-2,000 – Residential – Single Family

Two-story – 2,000 Sq. Ft.

Zone R-S-2-2,000 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than two thousand square feet (2,000 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-2,000 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-2,000 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 20, all lots  
Unit 21, Lots 2 through 30 inclusive

J. ZONE R-S-2-1,800 – Residential – Single Family

Two-story – 1,800 Sq. Ft.

Zone R-S-2-1,800 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than eighteen hundred square feet (1,800 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1,800 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-1,800 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 18, Lots 109 through 160, inclusive;

Lots 169 through 177, inclusive;

Lots 182 through 192, inclusive; and

Lots 262 through 273, inclusive

Unit 21, all lots, except 2 through 30, inclusive

Unit 24, Lots 2 through 6, inclusive;

Lots 15, 16;

Lots 19 through 38, inclusive;

Lots 45 through 54, inclusive;

Lots 62 through 64, inclusive;  
Lots 78 through 87, inclusive; and  
Lots 172 through 195, inclusive.

Unit 25: Lots 2 through 5, inclusive;  
Lots 7 through 20, inclusive;  
Lots 86 through 88, inclusive;  
Lots 91 through 107, inclusive; and  
Lots 109 through 127, inclusive.

K. ZONE R-S-2-1,600 – Residential – Single Family  
Two-story – 1,600 Sq. Ft.

Zone R-S-2-1,600 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than sixteen hundred square feet (1,600 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1,600 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-1,600 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 14, all lots

Unit 18, Lots 1 through 108, inclusive;

Lots 161 through 168, inclusive;  
Lots 178 through 181, inclusive; and  
Lots 193 through 261, inclusive  
Unit 23, Lots 1 through 239, inclusive;

Unit 24, Lot 1  
Lots 7 through 14, inclusive;  
Lots 17, 18;  
Lots 39-44, inclusive;  
Lots 55-61, inclusive;  
Lots 65-77, inclusive; and  
Lots 88-171, inclusive.

Unit 25, Lots 1 and 6  
Lots 21 through 85, inclusive  
Lots 89, 90, 108; and  
Lots 128 through 144, inclusive

Unit 28, Lot 113;  
Lots 137 through 142, inclusive;  
Lots 155 through 159, inclusive;  
Lots 161 through 163, inclusive; and  
Lots 165, 166.

Unit 29, Lots 91 through 102, inclusive; and  
Lots 104 through 110, inclusive.

L. ZONE R-S-2-1,500 – Residential – Single Family

Two-story – 1,500 Sq. Ft.

Zone R-S-2-1,500 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than fifteen hundred square feet (1,500 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1, 500 shall be issued only as a result of a thorough reviews of a

complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-1,500 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 7, Lots 82 through 87 inclusive

Unit 8, Lots 1 and 2

M. ZONE R-S-2-1,400 – Residential – Single Family

Two-story – 1,400 Sq. Ft.

Zone R-S-2-1,400 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any other floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than fourteen hundred square feet (1,400 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1,400 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:
  - a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.

6. The following lots are zoned R-S-2-1,400 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 7, Lots 1 through 4, inclusive;  
Lots 29 through 34, inclusive;  
Lots 41 through 61, inclusive;  
Lots 88 through 126, inclusive;  
Unit 8, Lots 3 through 17, inclusive;  
Lots 49 through 66, inclusive; and  
Lot 135  
Unit 28, Lots 1 through 112, inclusive;  
Lots 114 through 136, inclusive;  
Lots 143 through 154, inclusive;  
Lots 160, 164; and  
Lots 167 through 169, inclusive.  
Unit 29, Lots 1 through 90, inclusive; and  
Lot 103  
Unit 31, Lots 1 through 169, inclusive  
Unit 32, Lots 1 through 83, inclusive

N. ZONE R-S-2-1,200 -- Residential -- Single Family

Two-story -- 1,200 Sq. Ft.

Zone R-S-2-1,200 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any other floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than twelve hundred square feet (1,200 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1,200 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval by the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-1,200 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 8, Lots 18-48, inclusive; and  
 Lots 67-134, inclusive;  
 Unit 9, Lots 1-14, inclusive; and  
 Lots 18-79, inclusive  
 Unit 15, all lots  
 Unit 16, all lots  
 Unit 17, all lots  
 Unit 25, Lots 145 through 195, inclusive  
 Unit 26, Lots 1 through 143, inclusive  
 Unit 33, all lots

O. ZONE R-S-2-1,000 – Residential – Single Family

Two-story – 1,000 Sq. Ft.

Zone R-S-2-1,000 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purposes of a single-family residence.
2. Residences within this zone shall be limited to a maximum of two stories in height wherein a second story shall be defined as any floor level which lies at an elevation of more than five (5) feet but less than twelve (12) feet above any floor level within the same residence.
3. The Architectural Committee has the authority to set up additional regulations as to the height and size requirements for all buildings and structures within this zone including fences, walls, eaves, trellises, copings, and other such surfaces, projections and appendages as will physically affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carports, and other out buildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least one thousand square feet (1,000 sq. ft.) of fully enclosed floor area devoted to living purposes.
5. Permits and/or approvals for the construction of improvements on properties zones R-S-2-1,000 shall be issued only as a result of a thorough reviews of a complete and detailed set of construction plans of the proposed building by the Architectural Committee (construction shall thereafter commence only upon receipt of written approval of the Architectural Committee). Plans submitted to the Architectural Committee for approval shall include the following:

- a. Site development plan, including drives, paths, fences, decks, patios, and all proposed improvements in connection with such building.
  - b. Landscaping plan to include all trees, bushes, and various plantings, etc.
  - c. Complete and detailed construction plans and specifications to include all exterior elevations, materials to be used, and colors.
6. The following lots are zoned R-S-2-1,000 and shall be improved only in strict conformance with the definitions and restrictions of that zoning classification:

Unit 9, Lots 15, 16, and 17  
 Lots 80 through 150, inclusive  
 Unit 19, all lots

## V. USE AND IMPROVEMENT

### A. APPROVAL TO BUILD

Property owners wishing to construct residences in any classification must submit three (3) sets of plans as set forth above for each classification prior to and well in advance of the time they intend to proceed with construction as it is not permissible to proceed with construction until such a time as written authorization and approval of such plans submitted have been received from the Architectural Committee. Plans for approval should be mailed to Architectural Committee, c/o LFPOA, Inc., 1 Golf Terrace, Daphne, Alabama, 36526.

### B. BUILDING SETBACK – STANDARDS

- i. With respect to Windsor Square and Units 2, 3, 4, 5, and 6:
 

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 recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet (twenty-five (25) feet for Unit 6) to the front lot line. No outbuilding or detached garage shall be nearer than seventy-five (75) feet to the front lot line, except by express approval of the Architectural Committee. No building shall be located nearer than thirty (30) feet to any side street line, nor nearer than eight (8) feet (ten (10) feet in Windsor Square and Unit 5, and twelve (12) feet in Unit 6) to any interior or rear lot line (except that, in Windsor Square and Units 5 and 6, an attached open porch or carport shall not be located nearer than five (5) feet to any interior lot line), except by express approval of the Architectural Committee. No dwelling shall be located on an interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

  1. Additional restriction: No building, garage, outbuilding, or structure shall be located nearer than forty (40) feet to the rear lot line in Unit 2, lots 16 through 21, inclusive; and Unit 3, lots 1 through 10 inclusive.

2. Additional restriction: No dwelling shall be located nearer than ten (10) feet to the rear lot line on any corner lot in Unit 6.
- ii. With respect to Units 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, and 20:  
Setbacks on each side from the side property line of all residential lots shall be a minimum of ten (10) feet. Front setbacks shall be a minimum of twenty (20) feet from the front of each lot. Rear setbacks shall be a minimum of twenty (20) feet from the rear of each lot (with the exception that there is no minimum setback requirement from the rear property line on waterfront lots). In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.
  - iii. With respect to Unit 21:  
Setbacks on each side from the side property line of all residential lots shall be a minimum of ten (10) feet. Front setbacks shall be a minimum of thirty (30) feet from the front of each lot. Rear setbacks shall be a minimum of twenty (20) feet from the rear of each lot (with the exception that there is no minimum setback requirement from the rear property line on waterfront lots). In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.
  - iv. With respect to Units 22, 23, 24, 25, 26, 28, 29, and 32:  
Setbacks on each side from the side property line of all residential lots shall be a minimum of five (5) feet; however, the combined side setbacks shall total a minimum of fifteen (15) feet. Front setbacks shall be a minimum of thirty (30) feet from the front of each lot. Rear setbacks shall be a minimum of twenty (20) feet from the rear of each lot (with the exception that there is no minimum setback requirement from the rear property line on waterfront lots). In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.
  - v. With respect to Unit 31:  
Setbacks on each side from the side property line of all residential lots shall be a minimum of ten (10) feet. Front setbacks shall be a minimum of twenty (20) feet from the front of each lot. Rear setbacks shall be a minimum of fifteen (15) feet from the rear of each lot. In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.
  - vi. With respect to Unit 33:  
Setbacks on each side from the side property line of all residential lots shall be a minimum of five (5) feet. Front setbacks shall be a minimum of twenty (20) feet from the front of each lot. Rear setbacks shall be a minimum of twenty (20) feet from the rear of each lot (with the exception that there is no minimum setback requirement from the rear property line on waterfront lots). In the event of any conflict between these requirements and any others later imposed by any governmental authority, such other shall govern.

### C. MINIMUM BUILDING ELEVATIONS

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

No living area of any building shall be constructed with a finished floor level at an elevation of less than Plus (+) twenty-five (25) feet above sea level without written notification to the Architectural Committee by the owner of the lot on which the building will be built, that the owner has familiarized himself as to the changes of water elevations and subject to Architectural Committee approval. The Architectural Committee has the right to disapprove any plans which, in locating the finished floor elevation, will impair an adjacent lot's view.

#### D. SEWAGE DISPOSAL AND WATER SYSTEM

i. With respect to Windsor Square and Units 2, 3, 4, 5, and 6:

1. All sewage disposal shall be by connection to the public or private (as the case may be) sewage system, if the same is available. If no public or private sewage system is in service adjacent to any lot in the said subdivision, then, in that event, an individual septic tank (for the service of such lot) may be installed, provided that the same is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities; and further provided that approval of such system as installed is obtained from the said authorities.
2. All water service shall be by connection to the public or private (as the case may be) water system, if the same is available. If no public or private water system is in service adjacent to any lot in the said subdivision, then, in that event, an individual water supply system may be installed, provided, however, that the same be located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities; and further provided, that approval of such system as installed is obtained from the said authorities.
3. All homes constructed on said lots must be connected to the central water distribution system and the central sewage connection system serving said lots within thirty (30) days after completion of each such system; for which connecting the LFPOA, Inc., or other operator of such system may charge a reasonable connection fee.

ii. With respect to all other Units:

1. Owners of homes completed prior to the completion of the central sewage system and/or water system must make connection to such systems within thirty (30) days after completion of each such system.
2. No permits and/or approvals for the construction of improvements on any lots shall be granted or approved by the Architectural Committee unless and until the property owner desiring such approval shall have made satisfactory financial arrangements with a licensed plumber, approved by LFPOA Inc., for making connections from the central sewer system and the central water system for such property owner's lot.

#### E. TEMPORARY STRUCTURES

i. With respect to Windsor Square and Units 2, 3, 4, 5 and 6:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be erected, placed, kept, permitted to remain, or used on any lot at any time as a residence or otherwise, either temporarily or permanently; except as the same may be required in connection with the construction of a residence on such lot, and, in such a case, only during the period of such construction.

- ii. With respect to all other Units:  
No structure of a temporary character, basement, tent, shack, trailer, camper, garage, or any other outbuilding shall be used on any lot at any time as a permanent or temporary residence, or dwelling, except under a temporary written permit which may be granted, upon specific time limitations of such use, in the discretion of LFPOA Inc. Nor shall such be placed on or erected on any lot or lots; provided, however, that the Architectural Committee may grant permission for such temporary buildings or structures for the storage of materials during construction by the persons doing such work.

F. CONSTRUCTION PERIODS

- i. With respect to Windsor Square and Units 5 and 6:  
Each dwelling or other approved building shall be completed within nine (9) months after construction of such dwelling or other approved building is begun, unless completion thereof within the said period is prevented by conditions found by the Architectural Committee to be beyond the control of the owner.
- ii. With respect to all other Units:  
The work of constructing, altering, or remodeling any building on any lot or lots shall be pursued diligently from the commencement until the completion thereof.

G. LOT GRADING AND FILLING

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6:

- i. All planned lot grading shall be approved in advance by the Architectural Committee.
- ii. No lot may be filled to a point higher than the highest point on the lot in its natural state. All lot filling shall be approved in advance by the Architectural Committee.

H. NUISANCES

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

I. REFUSE

- i. With respect to Windsor Square and Units 2, 3, 4, 5, and 6:

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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ii. With respect to all other Units:

1. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept except in sanitary containers.
2. All incinerators or other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved by the Architectural Committee before installation or use.

J. BOAT AND TRAILER STORAGE

i. With respect to Windsor Square and Units 2, 3, 4, 5, and 6:

See Article V, Section E

ii. With respect to all other Units:

No boat, boat trailer, travel trailer, camp trailer, house trailer, or other similar property shall be stored on any of the development without prior written approval of the Architectural Committee.

K. RADIO AND TELEVISION ANTENNAE

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

No television or radio antennae or towers may be erected or maintained anywhere upon the development without prior written consent of the Architectural Committee.

L. LAUNDRY

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

All drying of wash must be done in an area approved for that purpose by the Architectural Committee, except that a folding drying rack not more than four feet in height may be placed at the rear of the lot, and shall be stored when not in use.

M. PETS AND OTHER ANIMALS

i. With respect to Windsor Square and Units 2, 3, 4, 5 and 6:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept for the owner's pleasure, provided that they are not kept, bred, or maintained for any commercial purpose and further that the same do not become an annoyance or nuisance to the neighborhood.

ii. With respect to all other Units:

No livestock of any description may be kept or permitted on the property with the exception of dogs, cats, and other animals which are qualified household pets, and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other lots nearby. No raising, breeding, training, or

dealing in dogs, cats, or any other animals may be permitted on or from any lot. Horseback riding shall be limited to approved equestrian trails.

N. SIGNS

- i. With respect to Windsor Square and Units 2, 3, 4, 5, and 6:
  - 1. No sign of any kind shall be displayed to the public view on any lot, except one sign advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.
  - 2. Said sign advertising the property for sale or rent is restricted to six (6) square feet in Windsor Square and Units 5 and 6
  - 3. Said sign advertising the property for sale or rent is restricted to five (5) square feet in Units 2, 3, and 4
  - 4. With respect to Unit 6, a sign may be placed on the mailbox showing name and address.
  - 5. With respect to Units 2, 3, and 4, a professional sign of up to one (1) square foot is permitted.
- ii. With respect to all other Units:

No signs, billboards, or advertising structures of any kind shall be allowed on any of the lots, except with written permission from the Architectural Committee.

O. OIL DRILLING

- i. With respect to Windsor Square and Units 2, 3, 4, 5 and 6:

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, tanks, 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.
- ii. With respect to all other Units:

Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, in or under any of the lots, nor shall oil wells, exposed oil or gas tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots. Notwithstanding the restrictions set forth in the preceding sentence, LFPOA Inc. may carry on such restricted activities, in its discretion.

The following three (3) paragraphs ("P", "Q", and "R") apply only to Windsor Square and Units 2, 3, 4, 5, and 6

P. SIDING AND EXTERIOR DESIGN

No asbestos siding or wood shingles shall be used on the exterior of any residence unless the use of the same be affirmatively approved in writing prior to such use by the Architectural Committee or its designated representative.

Q. GARAGES AND OUTBUILDINGS

No detached garage or outbuildings shall be allowed unless the same be affirmatively approved in writing by the Architectural Committee prior to the commencement of the construction thereof.

R. LOT AREA AND WIDTH

No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand (10,000) square feet, unless the same shall be affirmatively approved in writing by the Architectural Committee prior to the commencement of the erection thereof.

S. GRASS AND SHRUBS

This paragraph applies only to Windsor Square and Unit 5:

At the beginning of occupancy of any dwelling, grass shall be established in each square foot of lawn area from the front lot line to a line twenty-five (25) feet behind the dwelling; and, at such a time, appropriate foundation plantings shall also be made around the front and sides of the dwelling, with a minimum of two (2) shrubs per one hundred (100) square feet of ground floor area of such dwelling.

VI. ARCHITECTURAL COMMITTEE

- A. All plans and specifications for any building, swimming pool, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structures on any lot shall be subject to and shall require the approval, in writing, of the Architectural Committee, as the same is from time to time composed, before any such work is commenced.
- B. The Architectural Committee is composed of three (3) members as appointed by the Board of Directors of Lake Forest Property Owners Association, Inc. Action by any two of the members of the Architectural Committee without objection by the other members shall be an Act of the Committee itself.
- C. The Architectural Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted the Architectural Committee three (3) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed, or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed, or maintained, together with the proposed color scheme for roofs and exteriors thereof.
- D. The Architectural Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. Two (2) sets of said plans and

specifications and details with the approval, or disapproval endorsed thereon, shall be returned to the person submitting them, and the other copy thereof shall be retained by the Architectural Committee.

- E. The Architectural Committee shall have the right to disapprove any plans, specifications, or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this Declaration, if the design or color schemes of the proposed buildings or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the Architectural Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare, or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Architectural Committee. The decision of the Architectural Committee shall be final.
- F. Neither the Architectural Committee nor any architect or agent thereof or of LFPOA, Inc. shall be responsible in any way for any defects in the plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

## VII. WATERWAYS

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, 6 and 31

- A. No boat dock, pilings or bulkhead shall be placed on any residential site without the prior written consent and approval of the Architectural Committee.
  - i. Any boat dock, pilings or bulkheads constructed shall be constructed in such a manner as to accommodate the moorings of the vessels parallel to the shoreline only and such boat dock, pilings or bulkheads shall not extend or lie into the water in such a way so as to interfere with navigation on such navigable waterway.
  - ii. All boat docks shall be of permanent finished construction, and no temporary or make-shift type boat dock, shall be erected, placed or maintained on said premises, nor shall any unfinished boat docks be used or permitted to remain in such condition. No automobile or other tires shall be used as bumpers on docks or anywhere in the subdivision, either permanently or temporarily.
  - iii. No substantial repairs, construction or reconstruction of boats beyond those normally and customarily personally performed by the owner of pleasure boats generally shall be carried on or performed on any residential boat dock.
- B. No vessel or boat shall be anchored in any of the canals or waters within the development, or in water adjacent to the development, so that the same shall in anywise interfere with navigation. No vessel, boat or person shall use any of the canals or other waters of the development in any manner which would be in violation of reasonable rules and regulations, with respect to the use thereof promulgated as hereinafter provided. Such rules and regulations may place reasonable restrictions upon the speed of boats and vessels in all or any part of such waters and upon the size and types of boats and vessels permitted to navigate in such waters or any part thereof by aircraft, and may impose other such rules and regulations for the safety, protection, and enjoyment of said waters as may from time to time be deemed necessary or desirable. The aforementioned reasonable rules

and regulations may be, at the option of the LFPOA, Inc., promulgated and enforced by the LFPOA, Inc.

- C. No cut or change in the shoreline of the canals in the development shall be made, nor shall any boat canal be dug or excavated, nor shall any fill be made in any canal or other waters in the subdivision, without the prior written approval of the Architectural Committee.

#### VIII. BOAT DOCKS AND PIERS

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, 6 and 31

- A. All boat docks and piers shall be kept in a clean, sightly and wholesome condition. It is required that the Architectural Committee approve all docks and piers in regard to size, design and type to be used and placement on lot in regard to location on lot and proximity to the water.
- B. Permits and/or approvals for the construction of boat docks and piers shall be issued only as the result of a thorough review of complete and detailed construction plans of the proposed structure (facility) by the Architectural Committee. Construction shall thereafter commence only upon written approval by the Architectural Committee.

#### IX. PARKING REQUIREMENTS

- A. With respect to Windsor Square and Units 5 and 6:  
An automobile driveway to any lot shall require a durable surfacing satisfactory to the Architectural Committee. Such driveway shall be at least nine (9) feet in width, laid on grade, and connect to the existing street pavement with the front lot line.
- B. With respect to all other Units:
  - i. There shall be a minimum of two (2) automobile parkway stalls of at least eight (8) feet by eighteen (18) feet each for each single-family residence or dwelling unit constructed on any lot or tract.
  - ii. Said two (2) parking stalls shall be constructed entirely within the building setback area as defined herein, and at least one stall of same shall be sheltered.
  - iii. Enclosures, shelters, screens and other improvements constructed for the purpose of automobile parking and other vehicles shall be attached to and a part of the structure of the house constructed on any lot.

#### X. VARIANCES

- A. The Architectural Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardship in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof; and, provided, also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of height, size and setback requirements may be granted hereunder.

- B. The Architectural Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.
- C. In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

#### XI. FENCES AND BOUNDARY PLANTING

- A. No wall, coping, or fence exceeding six (6) feet in height measured from the adjoining ground surface inside the wall may be erected or maintained on any lot except as hereinbefore provided. Boundary planting along side and rear lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.
- B. No wall, coping or fence may be constructed on any lot which adjoins the golf course.
- C. No wall, coping, fence, or boundary planting on any lot may be constructed, grown, or maintained in such a manner as to interfere with vision of drivers at any intersection of streets or road.

The following paragraph ("D") applies only to Windsor Square and Units 2, 3, 4, 5 and 6

- D. No fence, wall, hedge or shrub planting which obscures sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and line connecting them at points twenty-five (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 ten (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 intersection unless the foliage lines is maintained at sufficient height to prevent obstruction at sight lines.

#### XII. UTILITY AND DRAINAGE EASEMENTS

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

- A. The right is reserved to construct and maintain public utilities on the streets and roads of the subdivision either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the herein referenced to survey map in the original grading of said streets and roads; and LFPOA, Inc. reserves perpetual utility easements under, over and across a strip of five (5) feet (unless otherwise noted on the plat herein referred to, in which case said plat shall govern) in width adjacent to and along the side yard lines of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance, and operation of utilities (including, without limitation, sewage, water, electricity, gas, telephone and telegraph); and LFPOA, Inc. reserves perpetual utility easements under, over and across a strip ten (10) feet (unless otherwise noted on the plat herein referred to, in which case said plat shall govern) in width adjacent to and along the front and back

yard lines of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance, and operation of utilities and drainage systems. No change in the natural drainage shall be made by any lot owner without prior written approval by the Architectural Committee.

- B. The interest conveyed by LFPOA, Inc. to any of said lots by contract, deed or other conveyance, shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, power, telegraph and telephone lines, poles or conduits, or any other utility or appurtenances thereto constructed by LFPOA, Inc., or its agents, or by any utility company along or upon said lots, or any part thereof, to serve said property. The right to sell, convey, or lease water and sewer lines and their appurtenances erected by or on behalf of LFPOA, Inc. is hereby expressly reserved in LFPOA, Inc.

### XIII. APPEARANCE OF LOTS, REMOVAL OF TREES

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

- A. Each lot, at all times, shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or road, except as necessary during a period of construction.
- B. All service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from neighboring lots or roadways.
- C. No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done, placed or stored thereon which may become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.
- D. No trees shall be removed without first obtaining written consent from the Architectural Committee.

### XIV. LAKE FOREST YACHT AND COUNTRY CLUB, INC. AND/OR LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC.

- A. Each purchaser of a lot or lots in the subdivision shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from the original Declarant, LFPOA, Inc. or a subsequent owner of such lot or lots bind himself, his heirs, personal representatives, and assigns, to pay all charges and assessments as shall be determined and levied upon such a lot and/or purchaser by Lake Forest Yacht and Country Club, Inc. and/or Lake Forest Property Owners Association, Inc., (hereinafter sometimes referred to as the "Organizations") including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments, interest and costs thereby constitutes a lien and an obligation running with the land.

- B. All liens provided for shall be enforceable by appropriate legal proceedings, in the manner provided by law. No proceedings for enforcement of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.
- C. Liens of first mortgages placed upon any of said lots for the purpose of constructing or purchasing a residence or other improvements thereon and recorded in accordance with the laws of the State of Alabama, shall be, from the date of such recordation, superior to any and all liens provided for herein. LFPOA, Inc. shall, if requested, execute further instruments to subordinate any and all liens provided for herein to such liens of first mortgages.
- D. LFPOA Inc. may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Alabama, subordinate or waive any and all liens provided for herein to the liens of other mortgages and/or encumbrances.

## XV. REMEDIES FOR VIOLATIONS

With respect to Windsor Square and Units 2, 3, 4, 5 and 6:

If the said owners, or that respective heirs, successors or assigns, or any such future owner or owners, or the successors, heirs of assigns of such future owner or owners shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent such person or persons from so doing or to recover damages for such violation.

With respect to all other Units:

- A. All provisions, restrictions, conditions, easements, covenants, agreements, liens, and charges herein shall be binding on all of the lots in the subdivision and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that LFPOA, Inc., or its successors or assigns, or any other property owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the LFPOA, Inc., its successors or assigns, or other lot owner, to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expense in prosecuting such suit including attorney's fees.
- B. Violation of any of the foregoing provisions, restrictions, conditions, easements, covenants, agreements, liens and charges shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portion thereof in the subdivision, but such provisions, restrictions, conditions, easements, covenants, agreements, liens and charges shall be enforceable against any lot or lots or portion thereof acquired by any person through the foreclosure or by deed in lieu of foreclosure for any violation of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

- C. In the event of violation or breach of any of said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, LFPOA, Inc. and also the owners of each of the other lots shall have the right to enter upon the lot or lots on which, or as to which such violation or breach exists, and summarily to abate or remove, at the expense of the owner thereof, any structure, thing or condition that may exist therein contrary to the intent and meaning hereof, and, LFPOA, Inc., and its successors and assigns, shall not nor shall any other of the lot owners be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal.

XVI. ACCEPTANCE OF DECLARATION

Each purchaser and grantee of any of the properties included within this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, and also by the jurisdiction, rights and power of this LFPOA Inc., and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the LFPOA Inc., and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges and each thereof.

XVII. NO RIGHTS WAIVED BY DELAY

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

No delay or omission on the part of the LFPOA Inc., or its successors or assigns in interest or the owner or owners of any lot or lots on said property, in exercising any right, power or remedy herein provided for in the event of any breach of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against LFPOA, Inc., its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, restrictions, conditions, easements, covenants, agreements, liens and charges which may be unenforceable.

XVIII. PARTIAL INVALIDITY

In the event that any one or more of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein set forth shall continue unimpaired and in full force and effect.

XIX. REMEDIES CUMULATIVE

Applying to all Units except Windsor Square and Units 2, 3, 4, 5, and 6

The various rights and remedies of LFPOA Inc. and the owners of lots as heretofore set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without

in any way affecting the ability of LFPOA Inc. or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

XX. AMENDMENTS

Any or all of the provisions of these restrictions, conditions, easements, covenants, liens and charges may be annulled, amended or modified at any time by the consent of the owner or owners of record of sixty-six and two-thirds percent (66 <sup>2</sup>/<sub>3</sub> %) of the Lake Forest Property Owners Association, Inc. members, encompassed within the Lake Forest Development, present in person or by proxy/ballot at a meeting of the members of the Lake Forest Property Owners Association, Inc duly called for such purpose at which a quorum is present. The property encompassed within the Lake Forest Development is defined, for the purpose of this paragraph only, as the lots described in the plats of the Lake Forest units, which are subject to Lake Forest covenants at the time of the meeting called for such purpose.

XXI. CAPTIONS


The captions of the various paragraphs of this Declaration are for convenience only and are not a part of the terms of provisions thereof.

XXII PROPERTY NOT PART OF LAKE FOREST


This Amended Declaration is not intended to, nor shall it apply to, any property that was not part of the Lake Forest Development at the time of its adoption.

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 16<sup>th</sup> day of November, 2017

Lake Forest Property Owners Association, Inc.

By:   
Its President

ATTEST:

  
Secretary of LFPOA, Inc.