



DECLARATIONS OF RESTRICTIONS, CONDITIONS, EASEMENTS,
COVENANTS, AGREEMENTS, LIENS AND CHARGES

LAYMAN'S BASIC INTERPRETATION

- I. **TERM:** Covenants binding for 50 years.
- II. **MUTUAL BENEFIT & OBLIGATION:** Benefit to all
- III. **LAND USE:** Only as zoned.
- IV. **USE AND IMPROVEMENT:** A thru H, Required square footage of residence and approval of plans by architectural committee. I thru O. Nuisances - storage - laundry – pets - signs.
- V. **PERMITS TO BUILD:** What must be presented to architectural committee.
- VI. **WATERWAYS—BOATS AND DOCKS:** Various rules.
- VII. **WATERWAYS—BOATS AND DOCKS:** Various rules.
- VIII. **AUTOMOBILE PARKING** Two (2) stalls. One (1) covered and attached to residence.
- IX. **VARIANCES:** Height, size and setbacks.
- X. **FENCES AND BOUNDARY PLANTING:** Limit of height, material, and NONE on golf course lot
- XI. **APPEARANCE OF LOTS, REMOVAL OF TREES:** No exposed trash except at new construction. Woodpiles screened from neighbor. No removal without permit.
- XII. **LAKE FOREST-PROPERTY OWNERS ASSOCIATION, INC.:** and or Lake Forest Yacht & Country Club.

- XIII. **REMEDIES FOR VIOLATIONS:** Right of neighbor to correct a violation without threat of trespass
- XIV. **ACCEPTANCE OF DECLARATION:** When you accept deed to your property, you agree to abide the covenants.
- XV. **NO RIGHTS WAIVED BY DELAY:** Delay in enforcement does not mean consent. Covenants can enforced any time.
- XVI. **PARTIAL INVALIDITY:** If court null and voids one change, others are still valid.
- XVII. **REMEDIES CUMULATIVE:** You may enforce one or all covenants without voiding any.
- XVIII. **AMENDMENTS:** Takes 85% of property owners to vote change hi covenants,
- XIX. **CAPTIONS:** Captions not part of covenants — for identity only.

**DECLARATIONS OF RESTRICTIONS,
CONDITIONS, EASEMENTS COVENANTS,
AGREEMENTS, LIENS AND CHARGES**

LAKE FOREST, INC.

THIS DECLARATION made this 18th day of January, 1973 by Lake Forest, Inc., an Alabama Corporation, hereinafter called "Declarant"

WITNESSETH

WHEREAS, the declarant is the owner of that certain real property located in Baldwin County Alabama, as set forth on that certain p which is recorded in Map Book 8, at Page 51, in the records in the Office of the Judge of Probate of Baldwin County. Alabama; and

WHEREAS, it is the desire and intention of Declarant to set the above described real property and to impose upon it 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

TERMS

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 delineated on said map, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of fifty (50) years from the date of recordation hereof, unless sooner annulled, amended or modified pursuant to the provisions of Article XIX 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 assignees 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

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 only for single family residence, except those lots whose use is specifically indicated for purposes other than single family as set forth herein, except that nothing contained in this Declaration shall be construed to prevent Declarant or its successors or assigns from erecting and maintaining, or authorizing the erection and maintenance or structures and signs for the development and sale of the subdivision while the same or any part thereof is owned by the Declarant, its successors or assigns.

IV

USE AND IMPROVEMENT

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. () ZONE R-S-2- Residential - Single Family - Two-Story - Square Feet

ZONE R-S-2 defined:

1. Improvements on each lot within this zone shall be used exclusively for the purpose of a single family residence.
2. A residence 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 visibly affect the appearance of said buildings and structures.
4. A residence within this zone shall contain not less than the set square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, carport and other outbuildings and shall be computed from faces of exterior walls. The ground floor of said residence must contain at least the set square feet of fully enclosed floor area devoted to living purposes.

5. Permits and/or approvals for the construction of improvements on properties shall be issued only as a result of a thorough review 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) Surveyor certified plat plan showing setbacks, site development plan, including drives (must be either concrete or asphalt), paths, fences, decks, patios and all proposed improvements in connection with such buildings.
 - (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 properties shall be improved only in strict conformance with the definitions and restrictions of that zoning classification.

B. APPROVAL TO BUILD

Property owners wishing to construct residences in any classification must submit two (2) sets of plans as set forth above for each classification prior to and well in advance of the time they intend to commence 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 Lake Forest Country Club, 1 Golf Terrace, Daphne, Alabama 36526.

C. BUILDING SETBACK STANDARDS

The attached cover states minimum building setback lines for each zone. In the event of any conflict between these requirements and any other later imposed by any governmental authority, such other shall govern.

D. NUISANCES

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

E. REFUSE

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. 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

F. BOAT AND TRAILER STORAGE

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.

G. RADIO AND TELEVISION ANTENNAE

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

H. LAUNDRY

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 any lot, and shall be stored when not in use.

I. PETS AND OTHER ANIMALS

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.

J. SIGNS

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.

K. OIL DRILLING

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 restrict set forth in the preceding sentence, Declarant may carry on such restricted activities, in its discretion.

V

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 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) current members of the Board of Directors of Lake Forest Property Owners Association (LFPOA). 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. Any vacancy shall be filled by the president of LFPOA Board of Directors. The Architectural Committee may appoint advisory committees from time to time to

advise it on matters pertaining to the subdivision. There shall be submitted to the architectural committee two (2) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, placed or maintained upon any lot, unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include surveyor's certified 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, and driveway material either concrete or asphalt

- D. The Architectural Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set 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 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 right, 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 Declarant shall be responsible in any way for any defects in any 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.

VI

WATERWAYS

- 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.
 - 1. Any boat dock, pilings or bulkheads constructed shall be constructed in such a manner as to accommodate the mooring of vessels parallel to the shoreline only and such boat dock, pilings or bulkheads shall not extend or lie into the water in such a manner or such a length so as to interfere with navigation on such navigable waterway.
 - 2. 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.
 - 3. 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 waters 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 such other 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 Declarant, promulgated and enforced by Declarant. Such rule and regulation making power and the enforcement of such rules and regulations may be assigned by Declarant to the Lake Forest Property Owners Association. Inc. and/or any appropriate governmental authorities.
- 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.

VII

BOAT DOCKS AND PIERS

All boat docks and piers will 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.

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.

VIII

PARKING REQUIREMENTS

- A. There shall be a minimum of two (2) automobile parkway stalls of at least eight 8 feet by eighteen feet each for each single family residence or dwelling unit constructed on any lot or tract.
- B. 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.
- C. 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.

IX

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 hardships 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.

X

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 roads.

XI

UTILITY AND DRAINAGE EASEMENTS

- 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 referred to survey map in the original grading of said streets and roads: and Declarant reserves perpetual utility easements under, over and across a strip five (5) feet unless otherwise noted on the plot herein referred to in which case said plot 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 Declarant reserves perpetual 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, or 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 from the Architectural Committee.

- B. The interest conveyed by Declarant 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 Declarant 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 Declarant is hereby expressly reserved in Declarant.

XII

APPEARANCE OF LOTS, REMOVAL OF TREES

- 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 and 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 be or 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 of the Architectural Committee.

XIII

LAKE FOREST YACHT & COUNTRY CLUB. INC. and/or LAKE FOREST PROPERTY OWNERS ASSOCIATION, INC.

Each purchase 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 Declarant or a subsequent owner of such lot or lots, binds 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 & Country Club, inc. and/or Lake Forest Property Owners Association. Inc., 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 constitute a lien and an obligation running with the land.

All liens herein provided by shall be enforced 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

Liens of first mortgages placed upon any of said lots for the purpose of construction a residence or other improvement 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. Declarant may, if requested, execute instruments to subordinate any and all liens provided for herein to such liens of first mortgages.

Declarant may, at its option, by appropriate written instrument recorded in accordance with the laws of the State of Alabama, subordinate any and all liens provided for herein to the liens of other mortgages and/or other encumbrances.

X

REMEDIES FOR VIOLATIONS

- 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 Declarant, 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 Declarant, 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 portion thereof in the subdivision, but such provisions, restrictions, conditions, easements, covenants, agreements, liens and charges shall be enforceable against any portion thereof acquired by any person through 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. Declarant 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, Declarant, and its

successors and assigns, shall not nor shall any other of the lot owned be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal.

XV

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 the jurisdiction, rights and power of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, 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, condition, easements, covenants agreements, liens and charges and each thereof.

XVI

NO RIGHTS WAIVED BY DELAY

No delay or omission on the part of the Declarant, 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 any 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 Declarant, 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.

XVII

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,

XVIII

REMEDIES CUMULATIVE

The various rights and remedies of Declarant 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 Declarant or the said property owners to use, rely upon, resort to or enforce the others, or any of them,

XIX

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 eighty-five percent (85%) of the property (computed by acreage) encompassed within the Lake Forest Development. The property encompassed within the Lake Forest Development is defined, for the purpose of this paragraph only, as the lots described in the aforesaid plat and all property adjacent thereto or within, two miles thereof which was in the past, is now, or may at the time of such amendment be owned by Lake Forest, Inc., or its assigns.

XX

CAPTIONS

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above written.

LAKE FOREST, INC.

By: /S/ P. Holcomb Hector

Vice President

ATTEST:

/S/ Jack A. Furman

Assistant Secretary