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*DECLARATION  
OF  
PROTECTIVE COVENANTS  
FOR  
LAKE FOREST*

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*DECLARATION OF PROTECTIVE COVENANTS  
FOR LAKE FOREST*

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### Preamble

*This Declaration ("Declaration") is made on this \_\_\_\_\_ day of February, 2006, by Lake Forrest Development and Properties, LLC., a Delaware limited liability company (hereinafter sometimes called "Declarant")*

*Declarant is the owner of the real property described in Article II of this Declaration.*

*Declarant desires to subject the real property described in Article II hereof to the provisions of this Declaration to create a residential community and to provide the mechanism for the subjecting of other real property to the provisions of this Declaration.*

*Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property subject to, or hereinafter subject to these protective covenants. Declarant desires to establish a method for the maintenance, preservation, use and enjoyment of the property that is now, or hereafter, subjected to this Declaration.*

*Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration. They shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors – in – title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.*

## *Article I*

### Definitions

*Unless the context shall prohibit, certain words used in this Declaration shall have the following meaning:*

- a. "Architectural Guidelines" shall mean the building, construction, landscaping, maintenance and use guidelines to be adhered to by an Owner and a Residence and which are attached to these Covenants, as Exhibit "B", and made a part hereof by reference.*
- b. "Articles of Incorporation" shall mean the Articles of Incorporation of the Lake Forest Community Association, Inc. as such document may be amended.*
- c. "Association" shall mean and refer to the Lake Forest Community Association, Inc., a not-for-profit corporation incorporated under the laws of the State of Alabama, its successors and assigns.*
- d. "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and special purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-laws and the Articles of Incorporation.*
- e. "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.*
- f. "By-Laws" shall refer to the By-Laws of the Lake Forest Community Association, as such document may be amended from time to time.*
- g. "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.*
- h. "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplementary Declaration or other applicable covenant, contract, or agreement.*
- i. "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and (i) such additions thereto of all or any adjacent real property as may be made a part of the Community by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration in accordance with Article XIV; and (ii) such additions thereto of other real property as may be made by the Declarant or the Association by Supplementary Declaration.*

j. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and by Committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community Wide Standard originally established by the Declarant.

k. "Covenant to Share Costs" shall mean any agreement or contract between the Association and an owner or operator of property adjacent to Lake Forest, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

l. "Declarant" shall mean and refer to Lake Forrest Development and Properties, LLC and its successors-in-title and assigns, provided any such successors-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of real property described in Exhibit "A", attached hereto, or any adjacent land to Lake Forest Community, all phases, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, and the adjacent lands thereto, which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

m. "Declaration" shall mean the Declaration of Protective Covenants for Lake Forest Community, all phases, as such document may be amended.

n. "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants. Such assessment shall be allocated among all Residences in the Community.

o. "Lake Forest Subdivision", "Lake Forest Community" or "Lake Forest" shall mean Lake Forest Subdivision/Community, all phases to be located on the real property described in Exhibit A and as may be recorded in the Office of the Judge of Probate of Madison County, Alabama, and all later phases which are subject to this Declaration by Supplementary Declarations.

p. "Lake Lot Owner" shall mean the owner of any Residence whose rear or side property line abuts a lake within the Community (or a lake made available for the use and enjoyment of Owners and Occupants within the Community) or whose rear or side property line would abut such lake if the strip of land between such property line and such lake, including, but not limited to common areas, was owned by the Owner of such Residence.

q. "Lot" shall mean the platted and subdivided land within Lake Forest Community, all phases, designated by Lot and Block to be sold and conveyed by Declarant to an Owner for the use by Owner of constructing a single family "Residence" on said lot as platted, subdivided and designated.

r. "Majority" means those eligible votes of Owners or other group, as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

s. "Member" shall mean a person that is a member of the Association as provided in the Declaration.

t. "Mortgage" means any mortgage, deed of trust and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

u. "Mortgagee" shall mean the holder of a Mortgage.

v. "Occupant" shall mean any person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such person is a tenant of the Owner of such property.

w. "Owner" shall mean the record owner whether one (1) or more persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers, their subsequent grantor, successor or assign.

x. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

y. "Private Amenity" means certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within Lake Forest, designated by the Declarant and which are owned and operated by a Person other than the Association for recreational or other purposes on a club membership, daily fee, use fee, public, or private basis or otherwise, and may include, without limitation, any clubhouse and all related and supporting facilities and improvements.

z. "Residence" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. For example, each single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a Residence; each Apartment Unit in an Apartment Complex shall constitute a Residence; each town home or cluster home unit in an attached or semi attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence". Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence on the earliest date of the happening of any of the following events:

1. when a Certificate of Occupancy is issued by the proper governing authority; or
2. in the case of a subdivision the expiration of two years from the date the subdivision is approved by the City of Huntsville, (unless made earlier by contract with Owner).

aa. "Supplementary Declaration" shall mean an amendment to the Declaration subjecting additional property to the Declaration.

## *Article II*

### Property Subject to this Declaration

#### Section 1

##### Property hereby subjected to this Declaration

*The real property, which is, by the recording of this Declaration, subject to the covenants and restrictions, hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A", attached hereto and by reference made a part hereof.*

#### Section 2

##### Other Property

*Only real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject additional real property to this Declaration, as hereinafter provided in Article XIV.*

## *Article III*

### Association Membership and Voting Rights

#### Section 1

##### Membership

*Every Owner of a Lot or a Residence shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership. The Association shall be comprised of the Owners and the Board its elects through its By-Laws as it may establish. By-Laws must be established within one (1) year that Lake Forest, all phases, is platted and recorded at the Office of the Judge of Probate of Madison County, Alabama. The initial Board of Directors shall be comprised of Louis W. Breland, Patricia M. Breland, Mike Culbreth and Chad B Pulliam, who shall remain on said Board until all lots in Lake Forest Community, all phases, are sold, or until the Declarant deems appropriate to appoint a new Board, whichever first occurs. At that time, the Declarant shall appoint new Board members to serve as Association Board members, for a staggering period of two (2) years, as per the By-Laws. At the end of the first two year period, the Association shall hold a special election to elect new Board members as per the By-Laws.*

#### Section 2

##### Voting

*Owners shall be entitled to one (1) vote for each Lot or Residence owned. When more than one (1) person holds an ownership interest in any Lot or Residence, the vote for such Lot or Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended*

if more than one (1) Person seeks to exercise it. Those Owners of property, if any, which are exempt from assessments as provided in Article IV, Section 11, hereof are Members of the Association and are subject to the provisions of the Declaration, but are not Owners of Lots or Residences and shall not, therefore, be entitled to vote.

## *Article IV*

### Assessments

#### Section 1

##### *Purpose of Assessment*

The assessments provided for herein shall be used for the general purposes of promoting the recreation, safety, welfare, common benefits and enjoyment of the Owners and Occupants in the Community including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

#### Section 2

##### *Type of Assessments*

Each Owner of any Lot or Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

- a. General Assessments: General Assessments shall be in the amount of \$600.00 per Calendar year due on October 1 of each calendar year, payable in advance. The first year's General Assessment being pro-rated through October 1 of that Calendar year;
- b. Special Assessments which are such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and
- c. Specific assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws.

#### Section 3

##### *Creation of Lien and Personal Obligation for Assessments*

All assessments, with a late charge as set forth in Article IV, Section 7, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot or Residence against which each assessment is made unless such assessment is paid within 30 days after such assessment is due, which due date is set forth in Article IV, Section 2, or as may otherwise be determined by the Board when special or specific assessments are made pursuant to Article IV, Section 2, and Article IV, Section 5. Each such assessment, together with late charges, interest costs, and reasonable attorneys fees actually incurred, shall also be the personal obligations of the Person who was the Owner of such Lot or Residence at the time the assessment fell due.



*Each such Owner shall be personally liable for each assessment coming due while he or she is the Owner of a Lot or Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.*

*General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines and may, subject to the limitation set forth in Article IV, Section 4 below, be increased or decreased by the Board from time to time.*

#### Section 4 Budget

*It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be levied against each Lot or Residence for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current calendar year. The Board may not, without the consent of the Declarant, so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Lot or Residence which is more than one hundred twenty (120%) percent of the General Assessment for the immediately preceding fiscal year. In the event that the Board fails, for any reason, to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided here in, the budget in effect for the current year shall continue for the succeeding year.*

#### Section 5 Special Assessments

*In addition to the other assessments authorized herein, the Board may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot or Residence does not exceed the amount of the current General Assessment in any one (1) calendar year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot or Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, with the consent of Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.*

#### Section 6 Lien for Assessments

*All sums assessed against any property subject to this Declaration, together with late charges, interest, costs and reasonable attorneys fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and*

encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first mortgage.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the Office of the Judge of Probate, Madison County, Alabama shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

#### Section 7

##### Effect of Nonpayment of Assessments; Remedies of the Association

Any assessments which are not paid in full by the date specified by the Board, ("due date"), shall be delinquent. Any delinquent assessment shall incur a late charge of ten and no/100 (\$10.00) dollars, per day, or in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and in addition, the lien shall include the late charge, interest on the principle amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorneys fees, then to late charges, then to interest and then to delinquent assessments.

#### Section 8

##### Date of Commencement of Assessments

An Owner shall become subject to assessment hereunder at the time of purchase of a lot in Lake Forest, and as set forth in Article IV, Section 2. The first General Assessment shall be adjusted according to the number of months remaining in the calendar year during which the Owner became subject to assessment.

Section 9  
*Assessment Obligation of Declarant; Advance Payment*

*INTENTIONALLY OMITTED.*

Section 10  
*Specific Assessments*

*The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this section. The Board may specifically assess Lots and Residences for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:*

- a.) Expenses of the Association which benefit less than all of the Lots or Residences may be specifically assessed equitably among all of the Lots or Residences which are benefited according to the benefit received.*
- b.) Expenses of the Association which benefit all Lots or Residences, but which do not provide an equal benefit to all Lots or Residences, may be specifically assessed equitably among all Lots or Residences according to the benefit received.*

Section 11  
*Exempt Property*

*The following property shall be exempt from General Assessments and special and specific assessments:*

- a.) all property dedicated to and accepted by a governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, and easements;*
- b.) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board;*
- c.) all property located within the Community which is not a Lot or Residence and which is owned by the Declarant including, but not limited to, property that would otherwise be considered common property if it were owned by the Association;*
- d.) all Lots and/or Residences owned by the Declarant; and*
- e.) all Private Amenities.*

Section 12  
Waiver of Assessments

*The Declarant and/or Board reserves the right to waive any assessment as may come due from an Owner for special circumstances.*

*Article V*

*Protection of Pedestrians  
and Control of Speeding*

Section 1  
Purpose

*Lake Forest is a private development and community; all streets and roads are privately owned. Access to Lake Forest is limited to Residents, property owners, their guests, their tenants, vendors, Private Amenity Owners, their guests, agents and invitees, and others who meet the commercial needs of Lake Forest. This Declaration is enacted by the Declarant, to ensure the safety of residents, guests and members of the general - public at Lake Forest, and to maintain the peace and tranquility within Lake Forest for the benefit for all those named above. All persons and vehicles are subject to the Traffic Code.*

Section 2  
Community Traffic Code

*All pedestrians and bicyclists have the right-of-way superior to all motor vehicles on the roadways, expressly including the pavement and the shoulders, throughout Lake Forest. Pedestrians shall walk against traffic on the left side of the road, facing traffic. Bicyclists, or others riding similar non - motorized vehicles, shall proceed on the right side of the road with the traffic. Bicycling is not permitted on community walking trails. Pedestrians and bicyclists are required to wear clothing, or devices, which make their presence visible in the dark,*

*All vehicles shall be operated in a safe and courteous manner at all times. The reckless or dangerous operation of a vehicle is hereby prohibited.*

*All vehicles shall be operated upon the roadways within Lake Forest in a manner consistent with the laws of the State of Alabama, including, without limitation, the Alabama Traffic Code. All drivers of motor vehicles on the roadways in Lake Forest are required to drive safely, to yield the right of way to all pedestrians, to have a valid drivers license, to observe posted speed limits, and other traffic control signs, and to respect and obey instructions from any Security Officer at any time while using the roadways in Lake Forest.*

*All Security Officers are authorized to stop any driver violating or suspected of violating, traffic control regulations, expressly including speed limit regulations; and the Security Officers are further authorized to file written reports, identifying each violation of any traffic control regulations, identifying the name of the driver of the motor vehicle, the type of motor vehicle, the license number of*

*the motor vehicle, and such other information as may be deemed appropriate to document the reportable incident.*

*Any time a Security Officer has reason to believe that the operation of a vehicle within Lake Forest presents an immediate danger to a person or property, the Security Officer is authorized and directed to immediately, temporarily suspend the vehicle operators privilege of driving upon the roadways within Lake Forest. The Security Officer shall immediately contact the Senior Security Officer on duty to relay all information regarding the offense and to verify the need for suspension. The Chairman of the Association's Security Committee and the Operations Manager shall also be notified of the action at appropriate hours.*

*Corrective actions may be taken by the Association in the form of, but not limited to, monetary fines levied against vehicle operator, revocation of driving privileges within the community, or notification of local police department.*

*Contractors, their employees and/or contracted laborers are subject to all traffic rules, including violations and subsequent corrective actions.*

*The procedures described above may be waived by the Board in emergency or severe situations, because of the Board's responsibility to advance the peace and safety within Lake Forest.*

### Section 3

*Specific Rules and Safety suggestions for riding bicycles at Lake Forest.*

*Every bicycle in use between sunrise and sunset shall be equipped with a lamp on the front exhibiting a white light visible for 500 feet from the front, and a lamp and reflector on the rear with both exhibiting a red light visible to the rear for 600 feet.*

*While all bicycles have the right of way, they should yield the right of way to all motorized vehicles, joggers and walkers. All bicycles should be ridden on the right side of the roadway (going with traffic). All road signs should be obeyed (STOP, YIELD, etc.).*

*Bicycles should not be ridden two or more abreast. Because our roads are narrow – single file riding of groups is safest. Only single file riding will be allowed. All bicycles should have only one rider unless the bicycle was manufactured with two seats, or bicycles that have a child carrier and are being driven by an adult.*

*Bicycles are not to be ridden on the walking trails in Lake Forest.*

### Section 4

*Special safety suggestions for Walkers and Joggers*

*Walkers and joggers on the roads of Lake Forest should walk or jog on the left, facing traffic. It is safer to be able to see the oncoming traffic. You should walk or jog near the curb or edge of the road so you can quickly step off the roadway if necessary for your safety.*

*During early morning and late afternoon, the low bright sun makes it difficult for Vehicle Drivers to see. Please use extreme care when walking or jogging during these times.*

## Article VI

### Compliance with Security Officer Orders and Prohibiting Breach of Peace and/or Disorderly Conduct In Lake Forest

#### Section 1

*The Association's Security Department, if any, shall be the organization charged with the duty of protecting and serving all persons in Lake Forest, and preventing or controlling any breach of the peace and/or disorderly conduct. All persons in Lake Forest are required to comply with the orders and instructions from any officer of the Lake Forest Security Department. The Security Department is hindered in carrying out its mission of protecting and serving when persons are physically and/or verbally abusive, or disrespectful toward Security Department personnel, or disobedient of orders or directions issued by such personnel.*

*All persons at Lake Forest are prohibited from engaging in any act of a nature to corrupt the public morals or outrage the sense of public decency, or adversely affect the peace and quiet of persons who may witness them. Engaging in brawling or fighting, or engaging in such conduct as to constitute a breach of the peace or disorderly conduct, is prohibited.*

#### Section 2

##### Corrective Action for Violation of this Rule

*If any person violates any portion of this Rule, a penalty/fine may be assessed, in the amount of \$100.00, payable to the Association by the Member who violated the Rule or who is the Member in whose house the violator is residing or visiting. A second violation within six months of an initial violation may result in a \$250.00 fine, payable to the Association under the above-mentioned terms. Either penalty may be modified by the Board in the event the violator appears before the Board and offers mitigating factors. If a third violation of this Rule occurs in a six month period, the Association is authorized to seek injunctive relief against the Member in the Madison County Courts, as well as imposing a \$500.00 fine payable to the Association. Said fines, following 30 days of non-payment, shall become a lien upon the Member's property, and shall be subject to Article IV, Section 6.*

*Pursuant to the Declaration, the Articles of Incorporation and the By-laws, the Association shall be entitled to recover all of its costs and attorneys fees incurred through any action necessitated under this Article VI.*

#### Section 3

##### Security

*The Association may, but shall not be obligated to, maintain or support certain activities within Lake Forest designed to make Lake Forest safer than it otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant, shall in any way be considered insurers or guarantors of security within Lake Forest, nor shall any of them be held liable for any losses or damages by reason*

*of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to Lake Forest, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Residence that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each person using Lake Forest assumes all risks of personal injury and loss or damage to property, including Residences and the contents of Residences, resulting from acts of third parties.*

## *Article VII*

### *Regulation of Building Contractors at Lake Forest*

*The Lake Forest Architectural Review Committee ("ARC") is charged with the duty of approving, prior to the start of any construction, all plans for buildings, landscaping, walls and fences.*

*The ARC shall prepare and utilize a document identifying or containing the Declaration and companion policies, which documents shall be signed by an Owner and his contractor in each case prior to the commencement of construction; and which document shall recite that failure to comply with the requirements of the Declaration and companion policies, on the part of the contractor, his employees or subcontractors, shall authorize the Association to stop work at a construction site until the contractor's non-compliance has been remedied, and a written release has been given by the Association to the contractor and Owner. In addition, the document shall contain a recital that the contractor understands the content of the document, and his agreement to comply with the Declaration and companion policies.*

*The construction of dwellings or homes within Lake Forest shall be performed by Builders or Contractors as approved, in writing, by the Declarant or his designees. There will be no exceptions to this rule.*

*The following Construction Policies, shall apply to construction within Lake Forest, to-wit:*

#### *Construction Policy 1:*

*Each Owner, or its subsequent grantees, successors or assigns, shall begin construction of a single-family home on the lot within 24 months from the date the lot was originally acquired from Declarant. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns.*

#### *Construction Policy 2:*

*The Owners, or their subsequent grantees, successors or assigns, shall install a sidewalk on their property within 12 months from the date the lot was originally acquired from Declarant. Should the Owner, or its subsequent grantees, successors or assigns fail to install a sidewalk, the Association will do so, at the expense of the Owner. Should the Owner not reimburse the Association within 10 days*

*of receipt of a bill, a 10% late fee will be assessed for that and every additional 10 days of non-payment.*

Construction Policy 3:

*Each builder will be permitted to place one sign, to be provided by the Association, at builder's expense, on the property once construction has commenced. The sign will list the builder's name and phone number and/or the Realtor's name and number, whichever the builder chooses. No other signs, except the City of Huntsville building permit, display box also provided by the Association at builder's expense, will be approved. This includes all sub-contractor signs, commonly used for advertising. Any signs violating this rule will be removed and the builder fined. THERE WILL BE NO EXCEPTIONS TO THIS RULE.*

Construction Policy 4:

*A dumpster must be placed on the lot prior to the start of framing and remain until construction is completed. The dumpster must be emptied often enough to maintain the construction site in a neat condition. All construction sites must be cleaned of any/all trash at the end of each day, to keep trash from blowing onto other lots or throughout the Community. There will be no exceptions to this rule.*

Construction Policy 5:

*All construction sites must have "silt fences" or hay bails to prevent the drainage or erosion of dirt from entering onto other lots, into the lakes, or into the streets, and must remain in place until sod has been laid on the entire lot. Streets in front of construction sites must be swept and cleaned of debris every Friday, to present a clean community and provide a safe street for walkers, bikers and joggers. Violations of this rule may result in a fine to the Lot Owner. There will be no exceptions to this rule.*

Construction Policy 6:

*A port-o-let must be placed on the lot at the time construction begins and remain until construction is completed. Port-o-Lets are to be placed on the front, left hand corner of the lot, not in the street, until such time as the sidewalk and driveway are installed. At that time, the port-o-let is to be placed at the rear of the driveway.*

Construction Policy 7:

*Construction workers will be allowed on the property between 7 a.m. and 7 p.m. No construction work will be permitted on Sundays or the following legal holidays:  
January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.*

Construction Policy 8:

*Vehicles belonging to the contractor, his employees and subcontractors, are to park on the right side of the road, only. Violations of this rule create a safety hazard for the Community and may result in fines.*



*No vehicle, trailer, tractor, etc... is to be left on the street over night. Any vehicle, trailer, etc.... left over night must be left on the lot for which the equipment is intended to be used.*

*Construction Policy 9:*

*Prior to a contractor using any vacant lot for project access, storage or stockpiling of materials, parking of vehicles, or any other use related to a construction project, that contractor shall obtain written permission from the Owner of that vacant lot and provide the ARC with a copy. Any damage or alteration done to the lot by the contractor, his employees or subcontractors, must be repaired and the lot returned to its original condition and signed off by the lot's Owner.*

*Article VIII*

*Procedures for the Architectural Review Committee  
and for Contractors*

*It is the purpose of the ARC to supervise construction activities within the Community and to implement and enforce the Architectural Guidelines, through the construction period, through and including the completion and clean – up of construction.*

*The ARC shall review, prior to any work being started, all submittals for new construction, including, but not limited to: homes, building additions, walls, fences, decks, driveways, swimming pools, hot tubs, re-roofing, exterior color schemes different from the previous color scheme, landscaping, or any other project similar in scope which materially alters the exterior of the Residence or that of the lot or requires a Huntsville Building Permit. No construction, remodeling, landscaping or any other alterations to property within Lake Forest may commence until the proper submittals have been made, fees paid and a Notice of Approval has been issued.*

*The ARC shall be made up of Louis Breland as Chairman, and Patricia Breland.*

*Plans will be reviewed every Thursday. All plans must be submitted to the Development office by 3:00 p.m., Wednesday, for review. Any plan submitted after 3:00 p.m. will be reviewed the following Thursday. There is a \$100.00 submittal fee for all plans reviewed.*

*All plan submittals must include:*

- 1. Blue print Submittal Form*
- 2. Brick/mortar Sample*
- 3. Paint colors (actual paint chip)*
- 4. Set of proposed plans and specifications*
- 5. 8 1/2 x 11 of elevation (front, only)*
- 6. Landscape design and plant list*
- 7. Plot plan*

*All items will be returned to the person submitting the plan. Plans without these items will be returned without review.*

*All construction shall be completed within 12 months.*

*Regarding procedures for obtaining approval of proposed "non-whole house construction" (which term includes additions/remodeling/renovation, which require A City of Huntsville Building Permit, and fences, walls and pools), construction shall also require advance approval by the ARC. An Owner (or his representative designated in writing) desiring review and approval of the plans and specifications for such construction shall submit:*

- 1. Set of proposed plans and specifications*
- 2. Brick/mortar samples*
- 3. Paint colors (actual paint chip)*
- 4. \$50.00 submittal fee*

*All items must be submitted by 3:00 p.m., Wednesday, for a Thursday review.*

*In reviewing, approving, disapproving or modifying plans and specifications, the ARC shall use the Construction Design Criteria and Guidelines attached hereto as Exhibit B.*

*Decisions by the ARC shall be communicated to the Owner, in writing, within 3 working days of the review.*

*Any decision of the ARC may be appealed by a dissatisfied owner to the Board. Notice of such appeal shall be in writing, from the Owner to the Board, with a copy of the notice being provided to the Chairman of the ARC. The appeal shall be considered at the next regular meeting of the Board, or earlier at a special meeting, if called by the President. The Owner shall have the burden of demonstrating to the Board that the ARC decision was unreasonable or without competent basis.*

*When requirements of this rule are not followed, fines will be levied as follows:*

- a.) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A fine of \$50.00 per day will apply for each day in excess of 7 days elapsing before plans are received in the Development office.*
- b.) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by ARC to bring the project into compliance. A fine of \$50.00 per day will be assessed until the project is in compliance.*
- c.) When work has been completed without ARC approval and is in compliance, the ARC will advise the Owner of the findings and after-the fact approval. A second failure to follow proper procedures within a 12 month period will result in a \$500.00 fine.*

*The foregoing shall in no way limit or restrict the right of the Association to pursue any other available legal or equitable remedies for any violation of these restrictive covenants.*

## *Article IX*

### *Maintenance: Conveyance of Common Property By Declarant to Association.*

#### Section 1

##### *Association's Maintenance Responsibility*

*The Association shall maintain and keep in good repair (a) the Common Property, (b) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association, (c) all private streets, private access ways and private alleys, together with facilities or improvements thereon, including, but not limited to, sidewalks, traffic control devices and street signs; and (d) all private storm drainage and sanitary sewer facilities. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, if the following property exists in the Community, the Association may, as determined by the Board, maintain part or all of such property, regardless of whether it is Common Property: Community walking trails, Community lake areas, grass and other landscaping along dedicated rights-of-way; sedimentary ponds, Community entrance features, and lakes and dams.*

*The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs regarding such property (and any other property) where the Board has determined that this would benefit the Owners.*

*The foregoing maintenance costs shall be assessed as a part of the General Assessments or specific assessments, as determined by the Board in accordance with this Declaration.*

*The Foregoing maintenance shall be performed consistent with the Community wide standard.*

#### Section 2

##### *Owners Maintenance Responsibility*

*Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition, all property subject to this Declaration which is owned directly, or indirectly by such Owner in a manner consistent with the community wide standards, as well as this Declaration. Owner's maintenance obligation shall include, but is not limited to, the following:*

- Prompt removal of all litter, tree/shrub pruning, refuse, trash, grass clippings*
- Lawn mowing on a regular basis (not on Sunday)*
- Tree and shrub pruning*
- Watering all landscaped areas*

- *Keeping trees, lawn and garden areas alive, attractive and free of weeds*
- *Keeping driveways, improvements and exterior lighting in good repair*
- *Comply with all governmental health and police requirements*
- *Immediate repair of any damaged improvements*

*Lake lot owners shall, in addition to the above, maintain as described above, the property between the lake elevation and the property line of such Owner.*

*In the event that the Board determines that:*

- a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly its obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or*
- b) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees or designees then, the Association may perform the repair, replacement or maintenance. In such a case, the Association will notify the Owner in writing, of its intent to provide such necessary maintenance, repair or replacement, at Owner's or the Owner's designee sole cost and expense.*

*The notice shall set forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The Owner or his designee shall have ten (10) days within which to complete such maintenance, repair or replacement or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacements at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner.*

### Section 3

#### Party Walls and Party Fences

*Each wall or fence built as a part of the original construction of the Residences which shall serve and separate any two(2) adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply, thereto.*

*The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.*

*In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties*

and shall be a condition precedent to any right of legal action that either party may have against the other.

#### Section 4

##### Conveyance of Common Property by Declarant to Association

Declarant may, but shall not be obligated to, transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association and the property shall thereafter be Common Property to be maintained by the Association. Declarant shall have the right to mortgage the Common Property and any mortgages against the Common Property conveyed to the Association shall be assumed by the Association and the Association shall assume the debt secured by any such mortgage. Declarant shall have the right, without limitation, to include Lakes and Dams in the property that may be conveyed by Declarant and which shall be accepted by the Association.

#### Section 5

##### Additional Improvements

Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

### *Article X*

#### Use Restrictions and Rules

#### Section 1

##### General

This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XVII, Section 4, hereof regarding amendment of this Declaration. In addition, the Board, by a two thirds (2/3) vote, may, from time to time, without consent of the Members, promulgate, modify, or delete other use restrictions, rules and regulations applicable to the Community not in conflict with Article X, Sections 2-41 set forth herein below. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the Community and to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. The Board may also restrict certain portions of the recreational facilities administered by the Association, to adults only. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective, and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the consent of Declarant.

## Section 2

### *Beginning Date for Construction of Homes*

*Each Owner, or its subsequent grantors, successors or assigns, shall begin construction of a single family home on the lot within two (2) years from the date the lot was originally acquired from the Declarant. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns. If the Owner fails to begin construction of a single family home on the lot within said time, the Declarant shall have the right or option, but not the obligation, to repurchase the lot at the same purchase price as originally paid by the Owner or the Owner's grantee to Developer.*

## Section 3

### *Installation of Sidewalk*

*Should Owner, his subsequent grantees, successors or assigns, not begin construction of a single family home on the lot within 12 months, or 1 year, from the original date of acquiring the lot from Declarant, it will be the Owner's, or his subsequent grantees, successors or assigns, responsibility to install a sidewalk on the lot in accordance with Article VII, Construction Policy 2.*

## Section 4

### *Residential Use*

*All Residences shall be used for single-family residential purpose, exclusively. No business or business activity shall be carried on in or upon any Residence at any time, except with written permission/approval of the Board. Leasing of a Residence shall not be considered a business or business activity. However, the Board may permit a Residence to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws and does not create a disturbance. The Board may issue rules regarding permitted business activities.*

*Residences of more than two stories must be approved in writing by the ARC.*

## Section 5

### *Signs*

*No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC. This includes, but is not limited to, any and all subcontractor signs, political signs and such. No flag poles, other than those mounted on the home and no longer than four (4) feet shall be erected on a Residence without the prior written consent of the ARC. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. FOR SALE and FOR RENT signs consistent with the Architectural Guidelines may be erected upon any Residence.*

## Section 6

### *Vehicles and Garages*

*The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas as provided within the construction of the home. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces. Parking on the driveway is permitted, but by used and running vehicles, only. Any non-operating, or running, vehicles are to be parked in the garage. No cars are to be parked on the street over night.*

*No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than 48 hours if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such 48 hour period, such vehicle shall be considered a nuisance and may be removed from the Community.*

*Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than 24 hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.*

*No builder, subcontractor, Owner or Occupant may leave their trailer, truck, car or other work vehicles on the street over night. All such vehicles are to be removed from the street at the end of each day. All construction vehicles are to park on the right side at all times.*

*No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.*

*All single family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Detached garages are permitted, once architectural drawings have been approved, in writing, by the ARC.*

#### Section 7 Leasing

*Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. The Owner of the property will be responsible for the any annual or special assessments owed by Community Owners, as well as providing the Association with the Owners' forwarding address and phone number.*

Section 8  
Occupants Bound

*All provisions of the Declaration, By-Laws and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.*

Section 9  
Animals and Pets

*No animals, livestock or poultry of any kind may be raised, bred kept or permitted on any Lot or Residence, with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board (no more than two (2) outside pets will be permitted); provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise (including, but not limited to barking dogs) or constitute a nuisance or inconvenience to the Association Members or Occupants or the Owner of any property located adjacent to the Community, may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall, at all times, whenever they are outside a Residence, be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal Control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.*

Section 10  
Nuisance

*It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community.*

Section 11  
Unsightly or Unkempt Conditions

*The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might*



*tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.*

*All yards, flower beds and/or planting beds are to be kept free of weeds. All trees and bushes are to be kept trimmed, yards to be edged and grass to be cut. Any deviation from this would be considered unsightly and unkempt.*

#### Section 12

##### *Architectural Standards*

*No exterior construction, alteration, addition or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Such exterior construction, alteration, addition or erection of any nature whatsoever, shall be in accordance with the Architectural Guidelines as set forth in Exhibit "B" of this document. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location, and in compliance with the Architectural Guidelines, shall have been submitted in writing to and approved by the ARC. Such Committee consists of:*

- 1. Louis Breland*
- 2. Patricia Breland*

*Such ARC shall remain in existence and be comprised of these individuals, or their personal appointee, until all lots are sold in the Lake Forest Community, and the homes, as per the Architectural Guidelines, are constructed and completed on said lots. The following items, without limitation, must be submitted to the ARC for new home construction, home additions or out building construction approval:*

- 1. Completed Blueprint submittal form*
- 2. Brick/Mortar sample*
- 3. Exterior paint color schedule (actual paint chip)*
- 4. Set of proposed plans and specifications*
- 5. Plot plan*
- 6. 8 1/2 x 11 copy of front elevation*
- 7. Landscape design and Plant List*

*Any plans turned in without any one of the following will not be presented for approval and returned to the submitter. The ARC will meet every Thursday to approve plans. All plans must be submitted to the Development office by 3:00 p.m., Wednesday, for review. Any plan submitted after that time will be held for review the following week. There is a \$100.00 submittal fee for all plans reviewed. The ARC may employ architects, engineers or other persons necessary to enable the committee to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.*

*In the event that the ARC fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be*

*required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ARC or Board, or its representatives, shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board, may, as provided in Article XVII, Section 1, hereof, record in the appropriate land records a notice of violation naming the violating Owner.*

*Plans and specifications are not approved for engineering or structural design, or quality of materials, and by approving such plans and specifications neither the ARC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARC the Board nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board or the officers, directors, members, employees and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.*

**Section 13**  
**Antennas**

*No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC or its designee. No free standing antennas whatsoever shall be placed on any Residence. The ARC or its designee may approve the installation of radio antennas which do not protrude above the roof line of the Residence at its highest point and are not visible from the street in front of the Residence. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost effective way to transmit or receive the signals sought to be transmitted or received.*

*Any satellite T.V dish must be place behind a fence or tree, on the rear of the home and must not be visible from the street. The installation and location of any satellite T.V. dish must be approved in writing by the ARC, prior to installation.*

Section 14  
*Tree Removal*

*No trees shall be removed without the express consent of the ARC or its designee, except for:*

- 1. diseased or dead trees*
- 2. trees less than six (6) inches in diameter*
- 3. trees needing to be removed for safety reasons*
- 4. trees in the immediate location of a building approved by the ARC*
- 5. trees planted by the developer for the community enjoyment*

Section 15  
*Drainage*

*Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No children are to play in these areas at any time. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the ARC. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense. No fence will be permitted to be constructed on or in drainage areas which may adversely affect the drainage as originally designed by the Developer.*

Section 16  
*Site Distance at Intersections*

*All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.*

Section 17  
*Garbage cans Woodpiles, etc...*

*All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring property and streets. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Any tree and or bush trimmings/clippings are not to be placed on the street for pick up by the City until 6 p.m. the night prior to pick up. Grass clippings are not to be placed at the street until 6 p.m. the night prior to pick up by the City. Please contact the City of Huntsville for pick up times. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from building site on such building site. Trash, garbage, debris or other waste matter of any kind may not be burned or buried within the Community, except when done during the normal construction of a Residence or by Declarant.*

Section 18  
Subdivision of Residence

No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee, the Declarant and the ARC. Declarant, however, hereby expressly reserves the right to re-plat any Residence or Residences owned by Declarant during the time in which Declarant may annex property. Any such division, boundary line change or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

In the event a re-subdivision is approved by the Declarant, the Board and the ARC, and such re-subdivision combines two or more lots into one lot, the Owner shall be responsible for and shall pay dues based upon the number of lots prior to the re-subdivision.

Section 19  
Guns

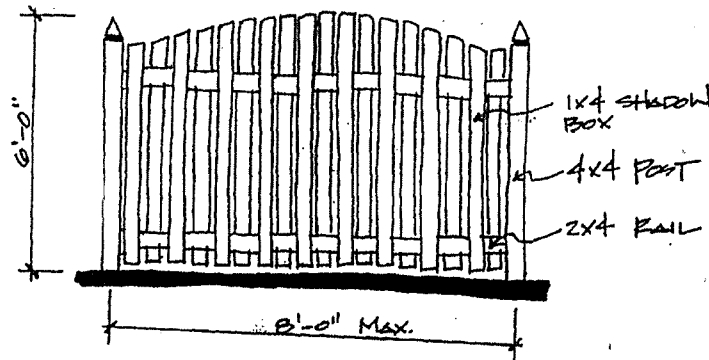
The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns and firearms of all kinds.

Section 20  
Fencing

No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC. Fences will be compatible with the home and have architectural interest and shall meet the Architectural Guidelines.

Flat wood fencing that does not have architectural interest and visual relief will not be approved; all wood fencing is to be of the shadow box construction

A picture of the approved style of wood fencing is set forth below:



*No fence will be higher than six (6) feet from the final ground level to the top of the fence.*

*The exterior side of the fence is to be finished, specifically the structural characteristics must be covered. All wood fences must be pre-stained with "cedar" stain. No painted fences will be allowed or approved.*

*Fences must butt unto one another, allowing no one space between Residences, unless the yards are separated by a drainage easement. No fence may disrupt or affect community or residential drainage.*

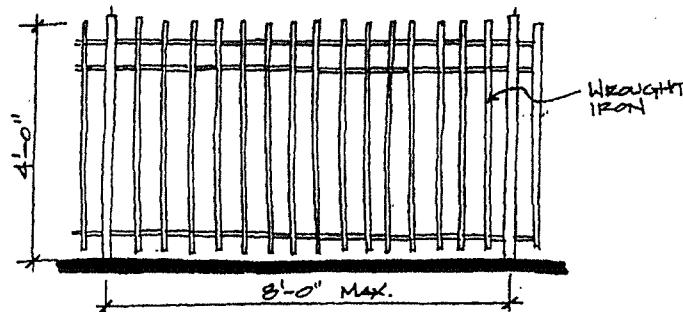
*No rough sawn boards of any kind are to be used in the construction of the fence. The fence must be built by a professional, licensed and insured fence company.*

*No chain link fence will be allowed, under any circumstances, within the Community. Dog runs will not be allowed.*

*Fences, regardless of construction, will not be permitted any nearer to the front lot line than the rear most corner of the dwelling, except in special circumstances with written approval from the ARC.*

*Except for approved privacy fences erected around pools and patios, there shall be no solid fences erected in the yards, front sides or rear, of Residences of Lake Lot Owners, nor any other structure closer than forty (40) feet to the back lot line. Wrought iron fences, no higher than 4 feet, will be permitted on lake lots. Iron design must be approved, in writing, by the ARC prior to installation.*

*A picture of the approved style of wrought iron fence is set forth below:*



#### Section 21

##### Lakes

*This Section, Article XVI, Section 5 and 6 of this Declaration, and rules, use restrictions and design guidelines issued by the Board or its designee shall govern the use of such lakes as may exist in the Community or such lakes as are made available for the use of all Owners and Occupants in the Community and activities related thereto. Fishing shall be permitted by Owners and Occupants only. Swimming, by humans or animals, ice skating and water skiing shall not be permitted. Only regulation, non-motorized canoes shall be permitted in the lake. No person under the age of 16 will be permitted in a canoe without being accompanied by an adult. No more than four (4) persons shall be permitted in a canoe at a time. No Owner or Occupant may construct a dock at any time. Retaining walls and similar structures shall not be installed, without the prior written approval of the ARC.*

#### Section 22

##### Utility Lines

*No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.*

#### Section 23

##### Air-Conditioning Units

*Except as may be permitted by the ARC or its designee, no window air conditioning units may be installed.*

#### Section 24

##### Lighting

*Except for approved lighting as originally installed on a Residence, exterior lighting visible from the street shall not be permitted, except for:*

- a.) two (2) decorative post lights*
- b.) a street light in conformity with an established street lighting program for the Community*
- c.) seasonal decorative lights at Christmas*
- d.) front house illumination of Model Homes*
- e.) front house illumination of Residences, approved, in writing, by the ARC.*

#### Section 25

##### Artificial Vegetation, Exterior Sculpture and Similar Items

*No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags and similar items must be approved, in writing, by the ARC prior to installation.*

*No yard signs will be permitted, with the exception of ARC approved "For Sale" signs.*

#### Section 26

#### Energy Conservation Equipment

*No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined at the sole discretion of the ARC or its designee.*

#### Section 27

##### Above ground swimming pools

*No above ground swimming pools will be permitted.*

#### Section 28

##### Driveways

*Driveways shall be constructed with concrete, unless otherwise approved, in writing, by the ARC.*

#### Section 29

##### Exteriors

*Except as may be permitted by the ARC or its designee, the exterior of all improvements including, without limitation, Residences must be repainted in a color used in the original construction. No Residence exterior shall be constructed of untreated wood. All such wood exteriors must be painted or specifically approved, in writing, by the ARC.*

*Vinyl shall not be an approved exterior material, with the exception of the soffit and fascia. Hardi Board should be used wherever the design calls for siding. Please consult the Architectural Guidelines, Exhibit "D" herein, for further information.*

#### Section 30

##### Window Coverings

*The portion of all window coverings visible from the exterior of any Residence shall be white, off-white or neutral in color. Aluminum foil on window panes, mirrored or reflective glass is not allowed. Stained glass will be permitted, provided it is approved in writing, prior to installation.*

#### Section 31

##### Chimneys

*All chimneys that are on the exterior wall must have either brick or stone on the three (3) exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four (4) sides of the chimney.*

#### Section 32

##### Lake and Park Lot Restrictions

*Notwithstanding any other subdivision restrictions, all dwellings and permitted and accessory building constructed on lots that abut either the Community's lake or a designated park area shall have an exterior of at least 90% brick and/or stone construction, including gable ends. This provision*

*may be specifically exempted by the ARC, but will only be considered due to unusual architectural constraints.*

### Section 33

#### Mailboxes

*Only approved mailboxes shall be installed in the community, as per the Architectural Guidelines.*

### Section 34

#### Landscaping

*All landscaping shall conform to the requirements and restrictions set forth in Exhibit "D", and the following:*

#### *Guidelines for Landscaping Planning:*

- a.) *Existing vegetation and trees should be preserved whenever possible to provide screening and to lend an established feeling to the Community.*
- b.) *Shrubs should be well distributed, not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.*
- c.) *Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.*
- d.) *Unified mulched planting beds edged in materials such as brick or stone, no plastic or steel will be approved, look neat longer and preserve the shape of the bed.*
- e.) *Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.*
- f.) *All trees greater than two inches in diameter at breast heights shall be preserved, unless removal of them is part of the approved plan.*
- g.) *The lot shall be completely landscaped. All portions of the yard, with the exception of planting bed locations, are to be finished with Bermuda sod only. No other type of grass will be approved. No seed and straw will be approved. Planned natural areas will be allowed provided that the lawn and the natural area form a cohesive whole.*
- h.) *Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six (6) inches in diameter at breast height.  
"Straight in"/"Straight shot" driveways should be avoided.*
- i.) *Each lot owner must submit a landscaping plan at the time of blueprint submittal.  
All yards shall be landscaped pursuant to landscape and irrigation plans reviewed and approved, in writing, by the ARC.  
All landscaping must be installed and completed no later than 7 days from the receipt of the homes Certificate of Occupancy.  
It is not the intention of the Lake Forest ARC to monitor every planting within the Lake Forest Community, however, if a lawn, at the sole discretion of the ARC, has deteriorated and/or was never installed properly, then the lot Owner will be required to bring his lot into compliance with the guidelines.*



### Section 35

#### Screening Heating and Cooling Units

*All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with vegetation, brick or stone. If vegetation is used, the originally planted plants must be large enough to create a walled off effect. The screening must be on all sides of the equipment.*

### Section 36

#### Storage Tanks/Necessary Buildings

*Any storage tank must be approved, in writing, by the ARC and, if approved, must be buried, or if they are less than fifty (50) gallon capacity, may, with the ARC's approval, be installed above ground. However, any above ground tank must follow the screening regulations as they pertain to heating and cooling units.*

*Necessary buildings, detached garages and the like, must follow the blueprint submittal guidelines, and be approved, in writing, by the ARC. Any such buildings must match the exterior material, color and style of the Residence which it will serve.*

### Section 37

#### Corner Lots

*All corner lots shall be built either parallel to both streets and in the case the Residence is built parallel to one of the streets, the garage must face the interior lot so that no garage will face any street at a ninety-degree angle, unless otherwise approved, in writing, by the ARC. All site plans must be approved by the ARC prior to commencement of construction.*

### Section 38

#### Basketball Goals

*No basketball goals, of any kind, may be erected, constructed or placed on any lot within the Lake Forest Community without the prior written approval of the ARC. Basketball goals will be approved only if they are to be located on the rear of the Residence, not be visible from the street, of permanent construction and with a clear glass back. There are no exceptions to this rule. Temporary roll-out units will not be approved.*

### Section 39

#### Specific Subdivision Restrictions as to Lake Forest Community, all Phases

- a.) All dwellings and permitted accessory buildings constructed on the lots of the Community shall have an exterior with approved materials as per the Architectural Guidelines. Visible unpainted red "sewer brick" will not be allowed. All dwellings must be approved, in writing, by the ARC prior to commencement of construction.*
- b.) All dwellings shall have side or rear entry garages, unless approved, in writing by the ARC. No garage shall face the street at a 90 degree angle.*
- c.) Roofs of dwellings constructed on all of said lots shall be of architectural shingles. Any and all roof stacks shall be painted to match the roof shingles.*

d.) *Dwellings shall require the following minimum square footage of heated space:*

<u>1. Lake Forest Blvd Lake lots:</u>		
Single story plans:		3,500
Two story plans:		4,000
Lake Forest Blvd. Lots across		
From Lake :		3,500
<u>2.. Cypress Gardens Subdivision:</u>		
Single Story plans:		2,000
Two story Plans:		2,300
<u>3 Elm Ridge Subdivision:</u>		
Single Story plans:		2,800
Two story plans:		3,000
<u>4. Walnut Cove Subdivision:</u>		
Single Story plans:		TBD
Two Story plans: "		TBD
<u>5. Laurel Brook Subdivision:</u>		
Single Story plans:		TBD
Two Story plans::		TBD
<u>6. Hawthorn Heights Subdivision:</u>		
Single Story plans:		TBD
Two Story plans:		TBD
<u>7. Myrtle Hill Subdivision:</u>		
Single Story plans:		2,500
Two Story plans:		2,700
<u>8. Holly Park Subdivision:</u>		
Single Story plans:		2,300
Two Story plans:		2,300
<u>9. Magnolia Manor Subdivision:</u>		
Single Story plans:		TBD
Two Story plans:		TBD
<u>10. Oakwood Subdivision:</u>		
Single Story plans:		TBD
Two Story plans:		TBD
<u>11. Maple Grove Subdivision:</u>		
Single Story plans:		1,600
Two Story plans:		1,800

e.) *The main body of all dwellings shall have a roof pitch of 8/12 or greater.*

#### Section 41

##### Restriction as to Contractors or Builders

*The construction of dwellings or homes within the Lake Forest Community shall be performed by Builder or Contractors as approved, in writing, by the Declarant, or his designees. The Builder or Contractor must obtain written approval by the Declarant or his designees as an approved builder or contractor, prior to the submittal of plans and specifications to the ARC.*

*It is the specific intent of the Declarant, as well as the Board, that this Covenant be implemented and enforced in order that homes are constructed by financially stable Builders and Contractors who consistently attempt to build homes on the basis of quality and in a timely manner.*

*This Covenant is not meant to imply or express an opinion by the Declarant, his designee's or the Board as to a Builder's or Contractor's qualifications. In addition, this Covenant is not to be construed as an implication, suggestion or statement that the Builders or Contractors as approved by the Declarant are acting as agents, servants, or employees of the Declarant or the Board, nor is it to be construed that such Builders or Contractors are subject to the right of control of the Declarant, its designees, the Board or its members.*

#### Section 42

##### Right of Board to Waive Use Restrictions and Rules

*It is expressly provided that the ARC and/or the Board have the power and authority to waive the requirement or enforcement of any of the use or restrictive covenants as set forth herein. The Declarant recognizes that, from time to time, due to unforeseen circumstances, an Owner, Occupant or Resident may not be capable of strictly complying with the Covenants and Restrictions contained herein, and, therefore, due consideration must be given because of such unforeseen circumstances. The ARC and Board may consider such a waiver on a case by case basis but any decisions to waive or enforce any of these covenants and restrictions must be done so only when all other covenants and restrictions, not otherwise waived or enforced, are met by the Owner, Occupant or Resident. The ARC or Board must first endeavor to see that such covenant or restriction as waived or not enforced can be met or carried out by an alternative means by otherwise complying with the spirit of these Covenants and Restrictions.*

## *Article XI*

### Prohibition of Timesharing

*Timesharing shall be prohibited in the Lake Forest Community. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use and timeshare interval programs.*

## *Article XII*

### *Insurance and Casualty Losses*

#### *Section 1* *Insurance*

*The Association's Board of Directors or its duly authorized agent shall have the authority to, and shall, obtain insurance for all insurable improvements on the Common Property in the Lake Forest Community.*

*The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars or a greater amount if directed by Declarant during the time specified in*

*Article XIV. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.*

*All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:*

- a.) All policies shall be written with a company licensed to do business in Alabama, holding a rating of B or better as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.*
- b.) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.*
- c.) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants or their Mortgagees, and the insurance carried by the Association shall be primary.*
- d.) All insurance policies shall be reviewed annually by one or more qualified persons.*
- e.) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:*
  - 1. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, the Declarant, and their respective tenants, servants, agents and guests.*
  - 2. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash.*
  - 3. that no policy may be canceled, invalidated or suspended on account of anyone, one or more individual Owners.*
  - 4. that no policy may be canceled, invalidated or suspended on account of any defect or the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to*

- cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee*
- 5. that any "other insurance" clause in any policy exclude individual Owner's policies from consideration*
  - 6. that no policy may be canceled or substantially modified without at least thirty(30) days' prior written notice to the Association.*

## Section 2

### Property Insured By Association: Damage and Destruction

*Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.*

*Any damage or destruction shall be repaired or reconstructed unless, within sixty, (60) days after the casualty, at least sixty-six percent (66%) of the total Association vote entitled to vote thereon, the Owner(s) of the damaged property, if any, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.*

*If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.*

*In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.*

## Section 3

### Property Insured by Owners: Damage and Destruction

*By virtue of taking title to property within the Lake Forest Community, each Owner agrees with all other Owners and with the Association that each individual Owner shall carry casualty insurance*

insuring their Residence for its full appraised value and for casualty loss as may be defined by the insurance company as the Owner may choose. Each individual Owner further agrees that in the event of a partial loss or damage resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or reconstruct, the individual Owner shall clear the Residence of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

#### Section 4

##### Insurance Deductible

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

### *Article XIII*

#### Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustees for all Owners. The provisions of Article XII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

### *Article XIV*

#### Annexation of Additional Property and Withdrawal

##### Section 1

##### Unilateral Annexation by Declarant

As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property adjacent and/or contiguous to the platted Community of Lake Forest, all phases, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein.

The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is

not subject to this Declaration, Declarant's reserved right shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

## Section 2

### Withdrawal of Property

The Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Article XIV, Section 1, for the purpose of removing any portion of the Community from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Community. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Property, the Association shall consent to such withdrawal.

## Section 3

### Additional Covenants and Easements

The Declarant may unilaterally subject any portion of the Community to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplementary Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplementary Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

## Article XV

### Mortgage Provisions

The following provisions are for the benefit of holders of first mortgages on Residences in the community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

## Section 1

### Notices of Action

An institution holder, insurer or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- a.) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Residence on which there is a first mortgage held insured or guaranteed by such eligible holder;

- b.) any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- c.) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or,
- d.) any proposed action which would require the consent of a specified percentage of eligible holders.

## Section 2

### Special FHLMC Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Association vote entitled to vote thereon consent, the Association shall not:

- a.) by act or omission seek to abandon, partition, subdivide, sell or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);
- b.) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Residence (a decision, including contracts, by the Board or provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration);
- c.) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);
- d.) fail to maintain insurance, as required by this Declaration; or
- e.) use hazard insurance proceeds for any Common Property losses for other than repair, replacement or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.



Section 3

*No Priority*

*No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residence in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.*

Section 4

*Notice to Association*

*Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.*

Section 5

*Amendment by the Board*

*Should the Veterans Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.*

Section 6

*Veterans Administration Approval*

*As long as the Declarant has an option unilaterally to subject property to this Declaration as provided in Article XIV, the following actions shall require the prior approval of the Veterans Administration so long as the Veterans Administration is guaranteeing any Mortgage in the Community; annexation of additional property to the Community, except for annexation by Declarant in accordance with Article XIV, Section 1 hereof pursuant to a plan of annexation previously approved by the Veterans Administration; dedication of Common Property to any public entity; and material amendment of the Declaration, By-Laws or Articles of Incorporation.*

Section 7

*Applicability of Article XV*

*Nothing contained in the Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.*

Section 8

*Failure of Mortgagee to Respond*

*Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.*

## *Article XVI*

### Easements

#### Section 1

##### *Easements for Encroachment and Overhang*

*There shall be reciprocal appurtenant easements for encroachment and overhang as between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Property or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant or the Association.*

#### Section 2

##### *Easements for Use and Enjoyment of Common Property*

*Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following:*

- a. the right of the Board or Declarant to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, swimming pools, to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not to charge a use fee therefore, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants and invitees;*
- b. the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;*
- c. the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance or any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community (any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the*

event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Residence or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Residence or other property located within the Community};

- d. the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association, in person or by proxy, at a meeting duly called for such purpose or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, by the Declarant;
- e. the right of the Board to enter into management contracts for the management, operation and leasing of any portion of the Common Property with the Declarant or other third parties on such terms and conditions as the Board deems appropriate; and
- f. The right of the Declarant to conduct activities within the Common Property, such as tournaments, charitable events, and promotional events and to restrict Members from using the Common Property during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Property and shall not exceed seven (?) consecutive days.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall extend to the members of his family, and guests. Guests in the pool area will be limited to two (2) guests per family, at any one time. Owners shall be deemed to have made a delegation of all such rights (except the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence.

Upon affirmative vote of the Majority of the Association present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article XIV hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by the way of illustration and not limitation, the Board may convert tennis courts into basketball courts or visa versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Residence to obtain access to such Common Property.

### Section 3

#### Reserved Easement for ingress, egress and the Provision of Services to the Community

There is hereby reserved to the Declarant, its successors and assigns, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, maintaining and removing rights-of-way, drainage facilities, floodway easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a

master television antenna system, cable television service, video system or security system which the Declarant might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain and remove or to authorize the installation, replacement, maintenance, or removal of such wires, conduits cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall have full right of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair or removal of any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use or installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public utility companies or relevant governmental authorities. All utilities except drainage installed within the above described easements shall be installed underground. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

#### Section 4 Easement for Entry

In addition to the right of the Board to exercise self-help as provided in Article XVII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulances personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

#### Section 5 Easement for Lake Maintenance

Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant and its successor and assigns, across such portions of the Community, determined in the sole discretion of Declarant (or its successors and assigns), as are necessary to allow for the maintenance of a lake(s), lakebeds(s) and shoreline(s), if any, which are within the Community or which are made available for the use and enjoyment of Owners and Occupants within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of property adjacent to the lake(s), reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense. In order to allow the exercise of the rights created pursuant to this easement, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

#### Section 6

##### Easement for Property Maintenance along Lake

*Every Lake Lot Owner shall have a right and easement of access to that property located between a lake and the property line of such Lake Lot Owner as needed to perform the maintenance required under Article IX.*

#### Section 7

##### Easement to Serve Additional Property.

*The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Property for the purposes of enjoyment, use, access, and development of the Declarant's adjacent property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Property for construction of roads and for connecting and installing utilities on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Property as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefitting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.*

#### Section 8

##### Easements for Private Amenities

*(a) The owner of any Private Amenity within or adjacent to any portion of Lake Forest, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Property reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.*

*(b) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors and designees, a right and non-exclusive easement of access and use over all roadways located within Lake Forest reasonably necessary to travel between the entrance to Lake Forest and the Private Amenities and over those portions of Lake Forest (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within Lake Forest at reasonable times before, during, and after tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenities have insufficient parking to accommodate such vehicles.*

*(c) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement to draw water from the lakes and ponds within Lake Forest for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to Lake Forest, if any, for installation and maintenance of any irrigation systems.*

*(d) Each Owner of a Lot or Residence adjacent to the Private Amenities hereby acknowledges the nature of the easements contained in this Section and any nuisances incidental to the maintenance, operation, and use of any such Private Amenity.*

#### Section 9

##### Liability for Use of Easements

*No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for Lake Forest, except in cases of willful or wanton misconduct.*

#### Section 10

##### Easement for Special Events

*Declarant hereby reserves for itself, its successors, assigns and designees, a perpetual, non-exclusive easement over the Common Property for the purpose of conducting educational, cultural, entertainment, or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Residence, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot or Residence to take no action, legal or otherwise which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.*

### *Article XVII*

#### Declarant's Rights

*Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to the Association or to another Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Madison County, Alabama.*

*The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Property for the purpose of making, constructing and installing such improvements to the Common Property as it deems appropriate in its sole discretion.*

*No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records of Madison County, Alabama.*

## *Article XVIII*

### *Private Amenities*

#### *Section 1*

##### *General*

*Neither membership in the Association nor ownership or occupancy of a Residence shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.*

#### *Section 2*

##### *Conveyance of Private Amenities*

*All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of a Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation to, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or any entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.*

#### *Section 3*

##### *View Impairment*

*Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Property or any public facilities from Lots will be preserved without impairment. The owners of such property shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Private Amenities, the Common Property or the public facilities from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.*

#### Section 4

##### *Rights of Access and Parking*

*There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all roadways located within Lake Forest reasonably necessary to travel between the entrance to Lake Forest and the Private Amenities and over those portions of Lake Forest (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within Lake Forest at reasonable times before, during, and after tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenity has insufficient parking to accommodate such vehicles.*

#### Section 5

##### *Covenant to Share Costs*

*The Association may enter into a contractual arrangement or Covenant to Share Costs with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Property maintenance.*

#### Section 6

##### *Architectural Control*

*Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of Lake Forest which is adjacent to, or otherwise in the direct line of sight of, a Private Amenity without giving the Private Amenity at least 15 days' prior written notice of its intent to approve or permit the same, together with copies of the request and all other documents and information finally submitted in such regard. The Private Amenity shall then have 15 days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the Private Amenity to respond to the notice within the 15-day period shall constitute a waiver of the Private Amenity's right to object to the matter. This Section shall also apply to any work on the Common Property.*

#### Section 7

##### *Use Restrictions*

*Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations, including, but not limited to, the exercise of the Association's self-help rights for violation of sign and pet restrictions.*

#### Section 8

##### *Limitations on Amendments*

*In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this*



*Declaration benefitting any Private Amenity, may be made without the written approval of the owner(s) of the Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.*

Section 9  
*Jurisdiction and Cooperation*

*It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the community-wide standard as it pertains to maintenance and the Design Guidelines set forth on Exhibit B. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.*

*Article XLIX*

General Provisions

Section 1  
*Enforcement*

*Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so, thereafter. The Board shall have the right to record in the appropriate land records a notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.*

Section 2  
*Self-Help*

*In addition to any other remedies provided for herein, the Board or its duly authorized Agent shall have the power to enter upon a Residence or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.*

Section 3  
Duration

*The provision of this Declaration shall run with and bind the land and shall be, and remain, in effect perpetually to the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purposes by at least a Majority of the Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the Association votes as recorded by a referendum on the issue) and so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the written consent of the Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.*

Section 4  
Amendment

*This Declaration may be amended unilaterally at any time and from time to time by Declarant if:*

- a.) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;*
- b.) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Residences subject to this Declaration;*
- c.) such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans on the Residences subject to this Declaration; or*
- d.) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Residences subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right to unilaterally subject additional property to this Declaration as provided in Article XIV hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant. Any amendment which may affect the value of an Owner's property shall not be deemed to affect title to the property and any such amendment shall not require the Owner's consent.*

*In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon or three-fourths (3/4) of the Board and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV*

hereof, the approval of the Declarant. In the event of a conflict between the Board and the Association, the Board's decision controls. A meeting may be called (but shall not be required) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

#### Section 5 Partition

The Common Property shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property locate within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, the consent of the Declarant.

#### Section 6 Gender and Grammar

The singular, wherever use herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

#### Section 7 Severability

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provisions or application or any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

#### Section 8 Captions

The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

#### Section 9 Perpetuities

If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall

continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10  
Indemnification

*The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer or Director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or Director, the officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled.*

*The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.*

Section 11  
Construction and Sale Period

*Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulation, design guidelines and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article XIV terminates, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" as it may be amended from time to time, to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-fee or any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on under and/or over the Community; the right to carry on sales activities; however, any and all promotional, sales and or directional signs, flags, banners, construction/sales trailers and their locations must be approved, in writing, by the ARC, prior to installation. Declarant and any such builder or developer may use Residences or offices owned or leased by Declarant or such builder or developer as model Residences and sales offices. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.*

Section 12  
Books and Records

*This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, books of account and minutes of meeting of the Members or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.*

*The Board shall establish reasonable rules with respect to:*

- a.) notice to be given to the custodian of records;*
- b.) hours and days of the week when such an inspection may be made; or*
- c.) payment of the cost of reproducing copies of documents.*

*Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.*

Section 13  
Audit

*An audit of the accounts of the Association shall be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.*

Section 14  
Notice of Sale

*If an Owner sells his or her Residence, the Owner shall give the Board, in writing, the name of the purchaser of the Residence and such other information as the Board may reasonably require.*

Section 15  
Estoppel Certificate

*Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed twenty five dollars (\$25.00) for the issuance of each such certificate.*

Section 16  
Agreements

*Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV herein, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representative, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.*

Section 17  
Implied Rights

*The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.*

Section 18  
Deviations

*The Board, or its designee and, so long as the Declarant has an option to subject additional property to the Declaration as provided in Article XIV, herein, may, with the Declarant's consent, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, By-Laws, the rules and regulations, and the design guidelines.*

Section 19  
Use of Word "Lake Forest"

*No person shall use the word "Lake Forest" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed material or promotional material without the prior written consent of the Declarant. However, Owners and Occupants may use the term "Lake Forest" in printed or promotional matter where such term is used solely to specify that particular property is located within Lake Forest.*

Section 20  
Declarant's Reservation for use of Property

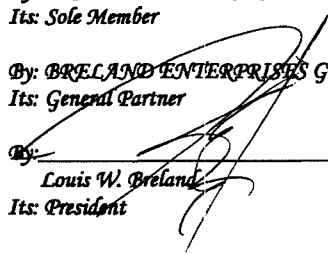
*The Declarant does hereby reserve for itself, its successors, assigns, licensees, guests and invitees and does hereby grant Louis W. Breland, his designees, successors, assigns, licensees, guests and invitees the right to use all lakes, ponds, recreational improvements, tennis courts, pools, and/or all other Common Property, provided that the use of such shall be subject to the same restrictions, covenants limitations as herein set forth by these use Covenants.*

**IN WITNESS WHEREOF**, the undersigned, have executed this instrument  
under seal this 10<sup>th</sup> day of February, 2006.

**Lake Forrest Development and Properties, L.L.C.,**  
A Delaware Limited Liability Company

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

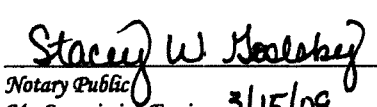
By: BRELAND ENTERPRISES GP CORPORATION  
Its: General Partner

By:   
Louis W. Breland  
Its: President

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C. (the ACompany®), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 10 day of February, 2006.

  
Notary Public  
My Commission Expires: 3/15/09

RATIFICATION

First American Bank, being the holder of a Future Advance Mortgage from Lake Forest, LLC (predecessor in interest to Declarant) in favor of Regions Bank dated August 20, 2004, and recorded August 20, 2004 as Document No. 2004082000316370 in the Office of the Judge of Probate of Madison County, Alabama; said mortgage being assigned to First American Bank by Assignment of Loan Documents by and between Regions Bank and First American Bank, dated September 16, 2004, and recorded October 14, 2004, as Instrument No. 20041014000433430 in the Probate Records of Madison County, Alabama; does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Lake Forest Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Madison County, Alabama for the purpose of giving full force and effect to the Restrictions.

IN WITNESS WHEREOF, First American Bank has caused these presents to be executed on the 14th day of February, 2006.

FIRST AMERICAN BANK

By: [Signature]  
Its: CIN PRESIDENT

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that W. Grant Dunham, as City President of First American Bank, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such City President, and with full authority, executed the same voluntarily for and as the act of said First American Bank.

Given under my hand and official seal this the 14th day of February, 2006.

[Signature: Deborah M. Hoffman]

Notary Public

My Commission Expires: 8-16-06

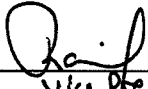


**RATIFICATION**

*AmSouth Bank, being the holder of a Future Advance Mortgage from Real Estate Land Developers, Inc. in favor of AmSouth Bank dated January 17, 2006, and recorded January 18, 2006 as Document No. 20060118000031820 in the Office of the Judge of Probate of Madison County, Alabama, does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Lake Forest Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Madison County, Alabama for the purpose of giving full force and effect to the Restrictions.*

9<sup>th</sup> IN WITNESS WHEREOF, AmSouth Bank has caused these presents to be executed on the day of February, 2006.

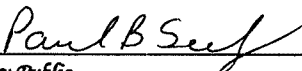
AMSouth BANK

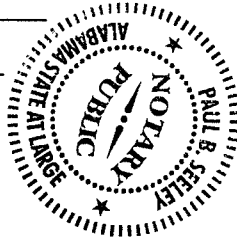
By:   
Its: Vice President

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Randall Dickson, as Vice President of AmSouth Bank, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President, and with full authority, executed the same voluntarily for and as the act of said AmSouth Bank.

Given under my hand and official seal this the 9<sup>th</sup> day of February, 2006.

  
Notary Public  
My Commission Expires: 7-30-08



RATIFICATION

*Real Estate Land Developers, Inc., as the Owner of a portion of the real property described in Exhibit A does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Lake Forest Subdivision, and all amendments thereof, to be filed in the Office of the Judge of Probate of Madison County, Alabama for the purpose of giving full force and effect to the Restrictions.*

*IN WITNESS WHEREOF, Real Estate Land Developers, Inc. has caused these presents to be executed on the 9th day of February, 2006.*

*Real Estate Land Developers, Inc*

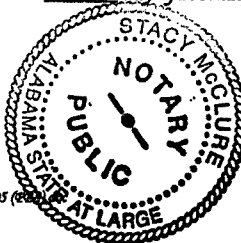
By: Mark Anderson  
Its: PRESIDENT

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

*I, the undersigned Notary Public in and for said county and state, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Real Estate Land Developers, Inc., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such \_\_\_\_\_, and with full authority, executed the same voluntarily for and as the act of said Real Estate Land Developers, Inc..*

*Given under my hand and official seal this the 9th day of February, 2006.*

Stacy McClure  
Notary Public  
My Commission Expires: 01-08-07



S:\P25\Orlando\Lake Forest, LLC\Lake Forest Restrictions draft 5-04-05 (P25)

RATIFICATION

Wachovia Bank, being the holder of a Real Estate Mortgage and Security Agreement from Lake Forest in favor of Wachovia Bank, National Association, successor by merger to SouthTrust Bank, recorded January 31, 2005, as Document No. 20050131000058130 in the Office of the Judge of Probate of Madison County, Alabama, does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Lake Forest Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Madison County, Alabama for the purpose of giving full force and effect to the Restrictions.

IN WITNESS WHEREOF, Wachovia Bank has caused these presents to be executed on the 13<sup>th</sup> day of February, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
successor by merger to SouthTrust Bank

By: [Signature]  
Its: Senior Vice President

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Michael K. Doleman, Senior Vice President of Wachovia Bank, National Association, successor by merger to SouthTrust Bank, ("Bank") whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such he, and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this the 13<sup>th</sup> day of February, 2006.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 'A'**

**LAKE FOREST - Williams Tract**

**TRACT 1**

STATE OF ALABAMA  
COUNTY OF MADISON

150.00± ACRE TRACT

ALL THAT PART OF TRACT 3-A OF A RESUBDIVISION OF WILLIAMS WHEELER - ESTATES TRACT 3 AS RECORDED IN PLAT BOOK 26 PAGE 57 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA AND ALSO BEING A PART OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 2 WEST AND SECTION 34, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE CENTER OF THE SOUTH BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 34: THENCE FROM THE POINT OF BEGINNING N89°13'56"W, 178.29' TO A POINT; THENCE N89°29'39"W, 54.12' TO A POINT; THENCE N01°19'01"E, 658.52' TO A POINT; THENCE N89°32'52"W, 593.87' TO A POINT; THENCE S01°17'58"W, 659.91' TO A POINT; THENCE N89°58'56"E, 212.78' TO A POINT; THENCE S20°03'58"W, 479.97' TO A POINT; THENCE S27°30'34"W, 71.78' TO A POINT; THENCE S31°18'55"W, 54.24' TO A POINT; THENCE S37°27'26"W, 60.00' TO A POINT; THENCE S42°14'46"W, 201.72' TO A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°23'23", A RADIUS OF 1970.00' AND A CHORD BEARING AND DISTANCE OF N47°33'33"W, 13.40'. THENCE ALONG SAID CURVE AN ARC DISTANCE OF 13.40' TO A POINT; THENCE S42°38'09"W, 238.87' TO A POINT; THENCE S55°47'41"E, 815.52' TO A POINT; THENCE S71°03'14"E, 40.09' TO A POINT; THENCE N89°01'51"W, 754.19' TO A POINT; THENCE S00°48'02"W, 237.13' TO A POINT; THENCE N89°01'51"W, 129.65' TO A POINT; THENCE S01°03'44"W, 426.14' TO A POINT; THENCE N88°14'35"W, 2267.69' TO A POINT; THENCE N02°34'46"E, 1606.11' TO A POINT; THENCE S87°25'14"E, 2235.97' TO A POINT; THENCE N01°34'41"E, 474.81' TO A POINT; THENCE N01°17'52"E, 2667.60' TO A POINT ON THE SOUTH RIGHT-OF-WAY OF MARTIN ROAD. SAID POINT IS FURTHER DESCRIBED AS BEING ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°53'28", A RADIUS OF 1399.34' AND A CHORD BEARING AND DISTANCE OF S75°52'26"E 579.28". THENCE ALONG SAID CURVE AN ARC DISTANCE OF 583.49' TO A POINT; THENCE LEAVING SAID MARTIN ROAD S01°54'25"W, 998.17' TO A POINT; THENCE S88°07'16"E, 774.79' TO A POINT; THENCE S01°53'51"W, 1513.42' TO THE POINT OF BEGINNING AND CONTAINING 150.00 ACRES MORE OR LESS.

**TRACT 2**

STATE OF ALABAMA  
COUNTY OF MADISON

73.85± ACRE TRACT

ALL THAT PART OF TRACT 3-A OF A RESUBDIVISION OF WILLIAMS - WHEELER ESTATES TRACT 3 AS RECORDED IN PLAT BOOK 26 PAGE 57 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA AND ALSO BEING A PART OF SECTIONS 3 AND 4, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED S01°34'41"W 474.81' AND N87°25'14"W 2235.97' FROM THE CENTER OF THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST: THENCE FROM THE POINT OF BEGINNING S02°34'46"W, 1606.11' TO A POINT; THENCE S88°14'35"E, 277.53' TO A POINT; THENCE S01°41'35"W, 582.20' TO A POINT; THENCE N88°39'39"W, 1906.33' TO A POINT; THENCE N02°17'08"E, 1267.03' TO A POINT; THENCE S87°42'52"E, 530.43' TO A POINT; THENCE N02°17'08"E, 932.25' TO A POINT; THENCE S87°42'52"E, 692.94' TO A POINT; THENCE S87°25'14"E, 407.62' TO THE POINT OF BEGINNING AND CONTAINING 73.85 ACRES MORE OR LESS.

**TRACT 3**

STATE OF ALABAMA  
COUNTY OF MADISON

178.97± ACRE TRACT

ALL THAT PART OF TRACT 3-A OF A RESUBDIVISION OF WILLIAMS -- WHEELER ESTATES TRACT 3 AS RECORDED IN PLAT BOOK 26 PAGE 57 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA AND ALSO BEING A PART OF SECTION 4, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED S01°34'41"W 474.81', N87°25'14"W, 2643.59' AND N87°42'52"W 692.94' FROM THE CENTER OF THE NORTH BOUNDARY OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE FROM THE POINT OF BEGINNING S02°17'08"W, 932.25' TO A POINT; THENCE N87°42'52"W, 530.43' TO A POINT; THENCE S02°17'08"W, 1267.03' TO A POINT; THENCE S88°39'39"E, 1241.76' TO A POINT; THENCE S01°48'56"W, 1841.75' TO A POINT; THENCE N88°29'48"W, 1327.74' TO A POINT; THENCE S01°40'13"W, 507.96' TO A POINT; THENCE N88°28'49"W, 1327.80' TO A POINT; THENCE N01°05'47"E, 3064.92' TO A POINT; THENCE S87°42'52"E, 1016.40' TO A POINT; THENCE N01°05'47"E, 1500.32' TO A POINT; THENCE S87°42'52"E, 1001.91' TO THE POINT OF BEGINNING AND CONTAINING 178.97 ACRES MORE OR LESS.

**LAKE FOREST – Meadlock Tract**

All that part of Sections 33 and 34, Township 4 South, Range 2 West and Sections 3 and 4, Township 5 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama and more particularly described as beginning at the center of the North boundary of said Section 3; thence from the point of beginning North 00 degrees 43 minutes 45 seconds East, 2727.64 feet to a point in the approximate center line of Martin Road; thence along said Martin Road North 88 degrees 45 minutes 00 seconds West, 2404.29 feet to a point; thence leaving said Martin Road South 01 degree 19 minutes 11 seconds West, 420.00 feet to a point; thence North 88 degrees 45 minutes 00 seconds West, 210.00 feet to a point; thence South 01 degree 19 minutes 11 seconds West, 918.94 feet to a point; thence North 89 degrees 31 minutes 11 seconds West, 1435.19 feet to a point; thence South 02 degrees 48 minutes 53 seconds East, 1365.10 feet to a point; thence North 88 degrees 38 minutes 20 seconds West, 1328.49 feet to a point; thence South 01 degrees 07 minutes 05 seconds West, 423.06 feet to a point; thence South 88 degrees 05 minutes 39 seconds East, 5310.18 feet to a point; thence North 00 degrees 51 minutes 01 seconds East, 473.63 feet to the point of beginning and containing 260.71 acres more or less.

**LAKE FOREST – Finney**

That certain Warranty Deed from Mary Jane Finney, a single woman, Francis Clair Armstrong, a married woman, and Deborah Ann Bouchillon, a single woman, conveying title to the subject property, dated February 8, 2005 and filed for record on February 8, 2005 in the Office of the Judge of Probate of Madison County, Alabama, as Document Number 20050208000076300.

All that part of the Southwest quarter of the Southeast quarter of Section 33, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama.

Particularly described as commencing at the purported Southeast corner of said Southwest quarter of the Southeast quarter; thence North 02 degrees 14 minutes 08 seconds West, (record bearing of North 02 degrees 48 minutes 53 seconds West, and being described in Deed Book 684, Page 783, Probate Records, Madison County Alabama), 108.84 feet to the point of beginning; said point further described as being at the intersection of said record line and an existing flagged wetlands delineation line;

Thence leaving said record line and along said flagged wetlands delineation line as follows: South 56 degrees 57 minutes 04 seconds West, 79.10 feet;

Thence South 51 degrees 44 minutes 25 seconds West, 51.87 feet;

Thence North 45 degrees 48 minutes 14 seconds West, 30.74 feet;

Thence North 39 degrees 59 minutes 11 seconds West, 77.11 feet;

Thence North 02 degrees 34 minutes 24 seconds East, 57.02 feet;

Thence North 37 degrees 17 minutes 29 seconds West, 111.49 feet;

Thence North 18 degrees 42 minutes 26 seconds West, 79.19 feet;

Thence North 13 degrees 42 minutes 43 seconds East; 172.63 feet;

Thence North 29 degrees 28 minutes 11 seconds East, 125.58 feet;

Thence North 63 degrees 42 minutes 05 seconds East, 160.52 feet to the intersection of said flagged wetlands delineation line with said record line;

Thence along said record line, South 02 degrees 14 minutes 08 seconds East, (record bearing of South 02 degrees 48 minutes 53 seconds East), 574.52 feet to the point of beginning and containing 2.73 acres, more or less.

## **EXHIBIT "B"**

### **CONSTRUCTION DESIGN AND CRITERIA GUIDELINES/ARCHITECTURAL GUIDELINES**

#### **Section 1** **Site Plan**

*Location of water and sewer connections shall be verified by contractor, prior to commencement of construction.*

*Blending of the proposed Residence with the grade, including additions, elevated patios, decks and other architectural or landscaping features, will be elevated so to not block the views of adjoining Owners. Site plans must take into consideration storm water drainage and ensure that the designed or natural drainage, along the roadway to the nearest storm drain or to the lake, is not obstructed. Drainage on to neighboring residential lots is prohibited. Buried drainage pipes will be approved where appropriate and the ARC will direct the installation of drainage pipes from front to rear of the lot where necessary. Each architect/Owner submitting drawing and plans for such work shall show plans to control water or soil runoff onto adjacent properties and/or the street. Plans should also show the run off patterns of water from the house and lot to prevent flow onto adjacent properties and collection in the roadway.*

*Building set backs are set by the City Of Huntsville and must be followed, accordingly.*

*Foundations shall be approved on a neighborhood by neighborhood basis by the ARC.*

#### **Section 2** **Overall Design, Exterior Material and Color**

*Differing architectural styles are not only appropriate, but also encouraged, in Lake Forest. For this reason, repeated construction of homes of the same or similar appearance or design is not desirable, within the same phase of one neighborhood. Generally, the home design should not conflict with adjoining homes or be inappropriate to the lot.*

*With today's technology we can build just about anything, any way, but we still must respect material attribute. Brick or stone veneer walls should look like solid masonry walls. Always bring brick to the ground, never cantilever masonry, and never support brick with wood. Chimneys should be brick or stone and go to the ground; never cantilevered. Also, never change exterior veneers on an outside corner wall.*

*High quality materials should always be used. Sturdy materials, which weather well will help preserve the value of the home, as well as the integrity of the Community. Walls should appear as solid as possible and roofs should have a dimensional surface to create a more substantial feel.*

*Homes should be raised off the ground; there are very few homes that don't look better raised off the ground by a few feet.*



Screen the modern Conveniences. Screen the meters and condensers and move the roof penetrations to the rear slopes of the roof. Any/All roof penetrations must be painted to match the roof color.

Follow a style. Fences, walls, additions, decks should be built in the same style as the home. Any extras should be an extension of the home. Decks and fences should never be left unpainted or stained.

Materials:

Authentic architecture must be finished with all natural materials. No synthetic products, such as vinyl siding will be permitted on the exterior of homes.

<u>Exterior veneer</u>	<u>Shingles</u>	<u>Exterior Doors</u>	<u>Windows</u>
Brick	Architectural Shingles	Wood	Windows should
Stone	Slate	Decorative	be single or double
Wood Lap siding	Tile	raised panel	hung. Casement
Cast Plank	Cedar Shake	Fiberglass	is also allowed,
Stucco	Metal		depending on
			style. Wood or
			Wood clad and
			Vinyl clad are
			allowed.
			Windows must
			be selected from
			an approved
			manufacturers list.

All other materials are subject to ARC approval

Roof pitches

The main body of all dwellings shall have a roof pitch of 8/12 or greater.

Garages

No front entry garages will be permitted, except in the patio home neighborhood. Detached garages are permitted. If a detached garage is behind the rear corner of the home and has a decorative garage door, it may face the front of the lot. All detached garages must be shown on original plot plan and approved, prior to commencement of construction, by the ARC.

Decks/Gazebos/Fencing

All decks, gazebos, walls and fencing should be considered an extension of the architecture of the Residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views.

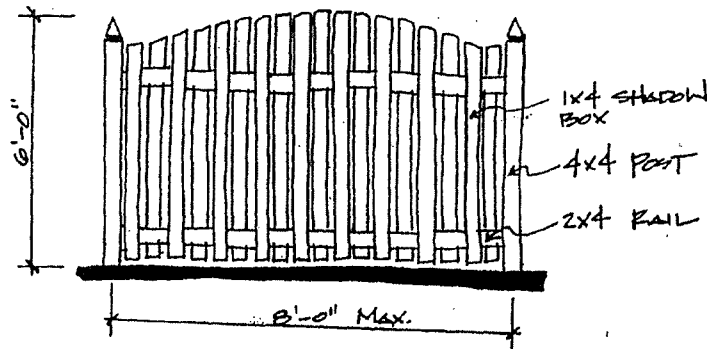
All fences must conform to the Lake Forest Fencing Plan. This plan designates the location, design and minimum fencing requirements for individual home sites. This plan may restrict or prohibit certain fence or wall treatments desired by Owners. The purpose of the plan is to create continuity

within the Community as viewed from the lakes, roads, open space areas and natural areas. This plan should be consulted prior to starting any design work. All walls and fences must be approved, in writing, by the ARC, prior to installation.

Fencing visible from the street should tie into the Residence at or behind the rear elevation. Consequently, there should be no fences or walls located within the front or side yard setback area. This also applies to courtyard treatments and privacy walls for security. Certain neighborhoods within the Lake Forest Community have been pre approved for variations on this rule, in order to complete the theme of that particular neighborhood. This does not constitute approval for any other home site in Lake Forest. Chain link or other similar metal wire fences will not be approved.

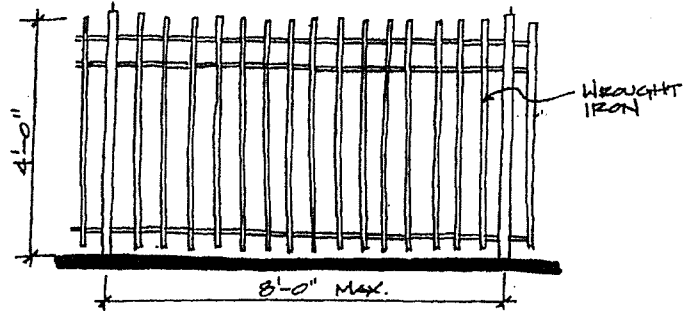
All wood fencing must be 6 foot, pre treated and pre stained with "cedar" stain. Call or visit the development office for approved stain color, prior to installation. All wood fencing must be of shadow box construction. All fences within the Lake Forest Community must be professionally built by a licensed and insured fence company. Certain neighborhoods, within the Lake Forest Community, have been pre approved for variations on the rule, in order to complete the theme of that particular neighborhood. Wood fencing will not be approved on any lot that, in any way, borders the lake.

\*\*\*\*\*picture of approved style of wood fence\*\*\*\*\*



Lake lots and boulevard lots, fences and walls not exceeding 4 feet in height may extend beyond the rear of the house along side lines to the rear property line and may be built along the rear property line provided they are designed so as not to obstruct the adjacent property owner's views. All such fences must be an approved decorative wrought iron. No brick columns will be approved.

\*\*\*\*\*picture of approved style of wrought iron fencing\*\*\*\*\*



The fencing of small areas to be utilized as "dog runs" or children's play areas is prohibited.

No portion of a fence or wall, including its footings, support columns, and adornments, shall extend beyond platted property lines of the lot on which the fence or wall is built and it shall be the responsibility of the Owner building the fence or wall to establish the location of those platted property lines by survey or other acceptable methods.

#### Driveways/Sidewalks

The locations of all driveways shall be compatible with the design of the house and the configuration of the lot, as well as provide access to the street without creating a traffic hazard. Extensions of driveways between the front property line and the edge of the road pavement shall be contained within the area bounded by the extensions on the side lot lines to the pavement edges.

Approved driveway materials include plain or exposed aggregate concrete, stamped concrete or brick. Tile, painted, loose gravel or asphalt driveways will not be permitted.

Construction of driveways shall be accomplished in conjunction with the house construction, and must be shown on the site plan submitted with plans for approval. Driveways added later shall match the existing driveway in material, color and texture.

During construction of the home, beginning with the footer stage, up until the time the permanent driveway is installed, a gravel driveway must be in place.

#### Mailboxes

*All properties within the Lake Forest Community will have the same mailbox, at the Owner's expense. Only the approved mailbox for the Community will be permitted. Please call the development office for style and vendor.*

#### Hot Tubs and Swimming Pools

*Outdoor swimming pools and hot tubs are permitted, but must be approved by the ARC. Swimming pools are required to comply with any Huntsville City regulations.*

*Hot tubs are permitted on lake lots with written approval from the ARC prior to installation. All hot tubs are to be screened from view of the lake.*

*Outdoor swimming pools and hot tubs are not subject to the building set backs; they are to be installed at ground or deck level. No above ground pools will be permitted. Hot tubs, if above grade, are to be shielded from public view by privacy fencing or walls, which shall conform to the requirements of the ARC.*

*Pumps, filters and heating equipment shall be screened from view from adjoining lots and roads. Screening shall be in the form of fencing, walls or landscaping sufficient to provide visual shielding.*

*All excess material from the pool excavation, excess gunite or other materials that cannot be utilized, shall be removed and properly disposed of outside of the Lake Forest Community, not on any vacant lot.*

#### Play Equipment

*Play equipment must be approved by the ARC, prior to installation. It must be made of wood construction and professionally built.*

*Play equipment must be in the rear yard, and will not be approved on any lot that abuts the lake, in any way.*

*Tree houses are not permitted.*

#### Basketball goals

*No basketball goals, of any kind, may be erected, constructed or placed on any Lot in the Lake Forest Community without the prior written approval of the ARC. Basketball goals will only be approved if they are to be located on the rear of the Residence and will not be visible from the street. The community has a public basketball court and homeowners are asked to use it. There will be no exceptions to this rule.*

#### Screened Enclosures

*Porches that are integral to the basic house and roofed may be screened. As such, they must conform to the set back requirements as set forth by the City of Huntsville.*

### Landscaping and Irrigation

*Although landscaping expresses one's interest and taste, proper design requires much thought. Landscaping should strive for distinct and unique expressions while maintaining harmony with the neighborhood. The well landscaped and maintained overall appearance of Lake Forest properties will be a guide for reviewing proposed landscaping.*

*All landscaping must be approved by the ARC, no later than 14 days prior to installation. The approval process for submitting landscape plans will follow those for home plans.*

*All landscaping must be in place no later than 7 days from the receipt of the homes Certificate of Occupancy.*

*When requirements of this rule are not followed, fines will be levied as follows:*

- a.) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A fine of \$50.00 per day will apply for each day in excess of 7 days elapsing before plans are received in the development office.*
- b.) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by the ARC to bring the project into compliance. A fine of \$50.00 per day, after 7 days, will be assessed until the project is in compliance.*

### General Landscape Requirements

*All yards shall be landscaped pursuant to landscape and irrigation plans reviewed and approved by the ARC. When designing your landscape plan, considerations should be given to pedestrian safety along the road edges when contemplating the use of landscaping timbers, pavers or the like. Consideration should also be given to vehicular lines of sight when placing trees and shrubs close to the street.*

*All grassed areas shall be solid-sodded with Bermuda sod.*

*All lots shall be provided with an effective and automatic, underground irrigation system.*

### Trees:

*Trees break up the starkness of what could be a barren development, as well as provide shade and reduce noise. Trees contribute to the general pleasing appearance, attractiveness and aesthetics of our community.*

*All proposed trees shall conform to the minimum size standard list below, based on American Standards Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as Follows:*

*A. Suggested Large Trees:*

*(I) Type 1, shade trees, 2.5" caliper, 12" height range:*

Sugar Maple	Red Oak
Tulip Poplar	White Oak
Sycamore	Willow Oak

*(II) Type 2, shade trees, 1.5" caliper, 5' to 8' height range:*

Weeping Willow	Golden Rain Tree
Bradford Pear	Southern Magnolia
Zelkova	River Birch
European Birch	

*(III) Type 5. Coniferous Evergreens, 5' to 6' in height range:*

Pine Species	Hemlock	Spruce
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*B. Suggested Smaller Trees:*

*(I) Type 3, small upright trees, 1" caliper, 6' to 7' in height range:*

Redbud	Crabapple	Flowering Plum
Crepe Myrtle	Cherry Laurel	

*(II) Type 4, small spreading trees, 5' to 6' in height range:*

Flowering Dogwood	Star Magnolia
Flowering Cherry	Japanese Maple

**FRONT YARD:**

*The front yard of each lot, 80 feet wide or larger, shall be planted with three large trees and three small trees (as defined above) to include no more than one evergreen. The front yard of each lot less than 80 feet wide shall be planted with two large trees and one small tree (as defined above). Shrubbery required in the front yard shall be a minimum of 30 shrubs, at least half of which shall be species of evergreen to this climate. Shrubs shall be planted in a bed of mulch or ground cover, other than turf grass.*

**REAR YARD:**

*The rear yard of all lots shall be planted with two large trees and two small trees unless otherwise approved in writing by the ARC.*

*If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the Owner, for one of the trees in it's required class, provided it:*

(I) is not one of the following species:

Boxelder	Silver Maple
Catalpa	Mimosa
Cottonwood	Camphor
Chinaberry	Princess tree
Siberian	

(II) Has alive crown and is free from serious root, trunk and crown injury.

(III) Is indicated on the landscaping plan as a tree to be saved.

(IV) Is situated so that it can be incorporated into the landscape with minimal grade, cut or fill under the drip of the tree line.

Ground cover may include shrubs and low-growing plants such as Liriope, English Ivy, Periwinkle and similar material. Ground cover may also include non - living organic material such as bark and pine straw.

#### Tree Removal

Trees may not be cut from lots otherwise cleared for construction without first obtaining written approval from the ARC. Trees within the footprint of the Residence or driveway may be removed. Trees outside the footprint of the Residence or driveway designated by the ARC as "significant" shall be kept and incorporated into the proposed landscape plan. In the landscaping plan, considerations should be given to the replacement of other trees removed with substantial plant material, such as other trees or large shrubs, in order to maintain a well-landscaped property.

The ARC will implement the following guidelines in a consistent manner using common sense and with an eye on the long range well being of the Lake Forest Community.

A. The following are candidates for removal after inspection:

Trees that are dead or dying  
Trees damaged due to lightning strikes or other causes  
Trees that threaten short - term danger to the home or other structure  
Trees whose root system is causing damage to a home, driveway, pool or other structure.

B. The following will NOT normally be permitted:

No clear cutting of any property, including vacant lots.  
Removal of trees that do not meet the above categories.  
Any tree larger than the following:  
Pine tree more than 18 inches in diameter  
All other trees more than 8 inches in diameter  
Dogwood and Redbud trees more than 3 inches in diameter

*Removal of shade trees.*

*When a protected tree is removed, outside the footprint of a house, a new tree must be planted in its place.*

*S:\QRS\Ireland\Lake Forest, LLC\Lake Forest Restrictions draft 1-31-06.doc*

20060214000093300 72/72 \$198.25  
Madison Cnty Judge of Probate,AL  
02/14/2006 12:52:01PM FILED/CERT



**AMENDMENT TO  
DECLARATION  
OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST DEVELOPMENT AND PROPERTIES, LLC**

THIS AMENDMENT is made on the date hereinafter set forth by Lake Forrest Development and Properties, LLC, a Delaware limited liability company, (hereinafter sometimes called "Declarant")

**BACKGROUND  
STATEMENT**

WHEREAS, Declaration of Protective Covenants for Lake Forest, were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, Declarant wishes to amend Article X Section 39(d) of the Declaration regarding the minimum square footage requirements of homes constructed in Hawthorn Heights Subdivision..

NOW THEREFORE, pursuant to the provisions of Article XXIX, Section 4 of the Declaration, Article X, Section 39(d)6 of the Declaration is hereby amended as follows:

**6. Hawthorn Heights Subdivision:**

Single Story Plans	2,000
Two Story Plans	2,400

This the 25 day of MAY, 2006.

LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP CORPORATION  
Its: General Partner

By: [Signature]  
Louis W. Breland  
Its: President

06-0658

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 26 day of May, 2006.


Stacy W. Hoolsey  
Notary Public  
My Commission Expires: 3/15/09

This instrument was prepared by:  
Paul B. Seeley, Esq.  
+ LANIER FORD SHAVER & PAYNE P.C.  
200 West Side Square  
Huntsville, Alabama 35801

S:\PBS\breland\Lake Forest, LLC\Amendment to Protective Cov.wpd

20060531000354280 2/2 \$22.25  
Madison Cnty Judge of Probate, AL  
05/31/2006 01:42:48PM FILED/CERT

**AMENDMENT TO  
DECLARATION  
OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST**

  
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Madison Cnty Judge of Probate, AL  
09/27/2006 04:23:39PM FILED/CERT

**THIS AMENDMENT** is made on the date hereinafter set forth by Lake Forrest Development and Properties, L.L.C., a Delaware limited liability company (hereinafter sometimes called "Declarant").

**BACKGROUND  
STATEMENT**

**WHEREAS**, Declaration of Protective Covenants for Lake Forest was recorded on February 14, 2006 as Instrument No. 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama (the "Declaration"); and

**WHEREAS**, Declarant wishes to amend the Declaration regarding the right of the Board to dedicate or otherwise transfer all or any portion of the Common Property (as defined in the Declaration), and to otherwise amend the Declaration as provided herein.

**NOW THEREFORE**, pursuant to the provisions of Article XXIX, Section 4 of the Declaration, the Declaration is amended as follows:

1. Article XVI, Section 2(d) of the Declaration is hereby amended to read in its entirety as follows:

"d. the right of the Declarant, and/or the Board by Majority vote, to dedicate or transfer all or any portion of the Common Property, to a third party or to one or more public utility companies, quasi-public utility companies or any governmental authority; provided, however, that so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, such dedication or transfer of Common Property must be approved by the Declarant."

2. Article XXIX is hereby amended to add the following provision as Section 21:

**"Section 21**

**Dedication of Property**

Notwithstanding anything to the contrary contained in this Declaration, the Declarant and/or the Board, by Majority vote (subject to the approval of the Declarant so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof), may dedicate or transfer to any governmental authority any or all private utility and drainage easements, private rights-of-way, private streets, private access ways and/or private alleys, including without limitation improvements situated thereon such as sanitary sewer and storm drainage improvements, traffic control devices, lighting, sidewalks and signage; and, upon acceptance of said dedications by the governmental authority, such private improvement shall become public and any maintenance or other responsibilities set forth in this Declaration relative to said improvements shall be automatically modified to reflect the public status of said improvements."

This the 25<sup>th</sup> day of September, 2006.

LAKE FORREST DEVELOPMENT AND  
PROPERTIES, LLC, a Delaware limited liability  
company

By: Breland Enterprises DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP  
CORPORATION  
Its: General Partner

By: Louis W. Breland, President

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, whose name is signed to the foregoing instrument as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, LLC, a Delaware limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such Officer, voluntarily executed same on the day the same bears date.

This the 25<sup>th</sup> day of September, 2006.

Stacy W. Hoolsey  
Notary Public  
My Commission Expires: 3/15/09

This instrument was prepared by:  
Paul B. Seeley, Esq.  
LANIER FORD SHAVER & PAYNE P.C.  
200 West Side Square  
Huntsville, Alabama 35801

S:\PBS\breland\Lake Forest, LLC\Amendment to Protective Cov 9-06.wpd

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Madison Cnty Judge of Probate, AL  
09/27/2006 04:23:39PM FILED/CERT

**THIRD AMENDMENT TO  
DECLARATION  
OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST**

20061128000005820 1/2 \$25.25  
Madison Cnty Judge of Probate, AL  
11/28/2006 03:05:49PM FILED/CERT

THIS AMENDMENT is made on the date hereinafter set forth by Lake Forrest Development and Properties, LLC, a Delaware limited liability company, (hereinafter sometimes called "Declarant") and Real Estate Land Developers, Inc. ("Owner").

**BACKGROUND  
STATEMENT**

WHEREAS, Declaration of Protective Covenants for Lake Forest, were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, Declarant wishes to amend Article X Section 39(d) of the Declaration regarding the minimum square footage requirements of homes constructed in Cypress Gardens Subdivision.

NOW THEREFORE, pursuant to the provisions of Article XVIX, Section 4 of the Declaration, Article X, Section 39(d)2 of the Declaration is hereby amended as follows:

**2. Cypress Gardens Subdivision:**

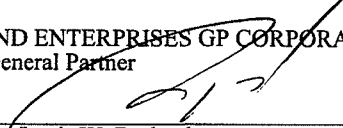
Lots with less than 50 feet of road frontage	1,800 sq. ft.
Lots with between 50 and 79 feet of road frontage	2,000 sq. ft.
Lots with 80 feet or more of road frontage	1 story 2,700 sq. ft.
	2 story 2,900 sq. ft.

This the 22<sup>nd</sup> day of November, 2006.

LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP CORPORATION  
Its: General Partner

By:   
Louis W. Breland  
Its: President

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 22<sup>nd</sup> day of November, 2006.

Stacey W. Goodshy  
Notary Public  
My Commission Expires: 3/15/09

**RATIFICATION**

The undersigned hereby consents to and ratifies the foregoing Amendment to Declaration of Protective Covenants for Lake Forest.

REAL ESTATE LAND DEVELOPERS, INC.

By: Mark Anderson  
Mark Anderson  
Its: President

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that Mark Anderson, as President of Real Estate Land Developers, Inc. (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 22<sup>nd</sup> day of November, 2006.

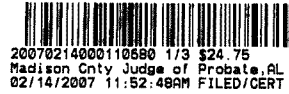
Paul B. Seeley  
Notary Public  
My Commission Expires: 7-30-08

This instrument was prepared by:  
Paul B. Seeley, Esq.  
LANIER FORD SHAVER & PAYNE P.C.  
200 West Side Square  
Huntsville, Alabama 35801

20061128000805820 2/2 \$25.25  
Madison Cnty Judge of Probate, AL  
11/28/2006 03:06:49PM FILED/CERT

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**FOURTH AMENDMENT TO  
DECLARATION OF  
PROTECTIVE COVENANTS  
FOR LAKE  
FOREST**



THIS AMENDMENT is made on the date hereinafter set forth by Lake Forrest Development and Properties, LLC, a Delaware limited liability company, (hereinafter sometimes called "Declarant") and Real Estate Land Developers, Inc. ("Owner").

**BACKGROUND  
STATEMENT**

WHEREAS, Declaration of Protective Covenants for Lake Forest, were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, Declarant wishes to amend various provisions of the Declaration.

NOW THEREFORE, pursuant to the provisions of Article XXIX, Section 4 of the Declaration is hereby amended as follows:

1. Article X, Section 39(d) (7) is hereby amended to read as follows:

"7. Forest Meadow Subdivision:

Single Story Plans:	2,500
Two Story Plans:	2,600"

2. Article X, Section 39(8) is hereby amended to read as follows:

"8. Holly Park Subdivision:

Single Story Plans:	2,500
Two Story Plans:	2,500"

3. Article X, Section 39 is hereby amended to add the following Paragraph 12:

"12. Nandina Place Subdivision:

Single Story Plans:	2,000
Two Story Plans:	2,000"

4. The last sentence of Article X, Section 34(h) is hereby amended to read as follows: " "straight in " / "straight shot" driveways should be avoided if possible."

5. Article X, Section 34 (i) is hereby amended to provide that "all landscaping must be installed and completed no later than seven (7) days from the receipt of the Certificate of Occupancy, weather permitting."

6. Article X, Section 35 is hereby amended by deleting the last sentence of Section 35.
7. Article X, Section 37 is hereby amended by adding the following to the end of Section 37: "Notwithstanding the foregoing, lots within Forest Meadow shall be allowed to have garages at a ninety-degree angle to a side street, and garages on corner lots within Forest Meadow do not have to face the interior lot."
8. Article X, Section 39(b) is hereby amended to read in its entirety as follows:

"b) All dwellings shall have side or rear entry garages, unless otherwise allowed pursuant to Article X, Section 37, or unless approved, in writing, by the ARC. No garage shall face the street at a ninety degree angle unless otherwise allowed pursuant to Article X, Section 37."
9. The last sentence of Exhibit B on page 63 of the Declaration is hereby amended to read in its entirety as follows:

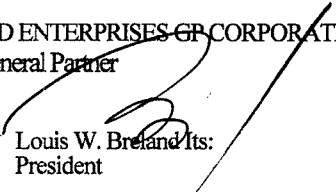
"Homes should be raised off the ground: there are very few homes that don't look better raised off the ground by a few feet. Homes constructed on a slab must be at least twelve inches above ground height at the front door."
10. The paragraph entitled "Materials" on Exhibit B on page 64 is hereby amended to permit vinyl windows.
11. The paragraph entitle "Front Yard" in Exhibit B on page 69 of the Declaration is hereby amended to add the following at the end of said paragraph: "Notwithstanding the foregoing the front yards of lots in Forest Meadow shall be planted with two large trees and two small trees (as defined above) to include no more than one evergreen. Shrubbery required in the front yard of lots in Forest Meadow shall be a minimum of 25 shrubs, at least half of which shall be species of evergreen to this climate."

This the \_\_ day of February, 2007.

LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C., A  
DELAWARE LIMITED LIABILITY COMPANY

By: BRELAND ENTERPRISES DE, L.P. Its: Sole  
Member

By: BRELAND ENTERPRISES GP CORPORATION  
Its: General Partner

By:   
Louis W. Breland Its:  
President



STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 13<sup>th</sup> day of February, 2007.

Notary Public Stanley W. Goodby  
My Commission Expires: 3/15/09

#### RATIFICATION

The undersigned hereby consents to and ratifies the foregoing Fourth Amendment to Declaration of Protective Covenants for Lake Forest.

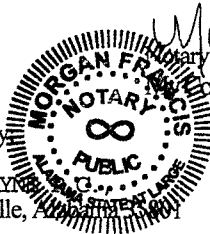
REAL ESTATE LAND DEVELOPERS, INC.

By: Mark Anderson Inc.

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Mark Anderson, as President of Real Estate Land Developers, Inc. (the "Company")\* whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 13<sup>th</sup> day of February, 2007.

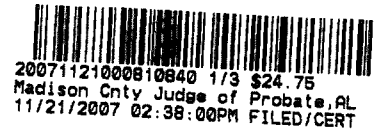
 Morgan Francis  
Notary Public Morgan Francis  
My Commission Expires: ~~XXXXXX~~ 3-10-10

This instrument was prepared by:  
Paul B. Seeley, Esq.,  
LANIER FORD SHAVER & PAYNE  
200 West Side Square, Huntsville, AL 35891

S:\PBS\BrelandLake Forest, LLC\Amendment to protective Cov (Fourth 2-07).wpd

20070214000110680 3/3 \$24.75  
Madison Cnty Judge of Probate, AL  
02/14/2007 11:52:48AM FILED/CERT

**FIFTH AMENDMENT TO  
DECLARATION  
OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST**



THIS AMENDMENT is made on the date hereinafter set forth by Lake Forrest Development and Properties, LLC, a Delaware limited liability company, (hereinafter sometimes called "Declarant").

**BACKGROUND  
STATEMENT**

WHEREAS, Declaration of Protective Covenants for Lake Forest, were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, Declarant wishes to amend various provisions of the Declaration.

NOW THEREFORE, pursuant to the provisions of Article XXIX, Section 4 of the Declaration, the Declaration is hereby amended as follows:

1. Article VII, Construction Policy 7 is hereby amended to read in its entirety as follows:

"Construction workers will be allowed on the property between 7:00 a.m. and 7:00 p.m. No construction work will be permitted on Sundays or the following legal holidays:

January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. A fine of \$250 will be imposed for the first violation of this Construction Policy 7, \$500 for the second violation and \$2,000 for the third violation and for each violation thereafter."

2. The paragraph of Article VIII which begins with "When requirements of this rule are not followed, fines will be levied as follows:" is hereby amended to read in its entirety as follows:

"When requirements of this rule are not followed, fines will be levied as follows:

"a.) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A penalty of \$2,000 will be assessed and a fine of \$100 per day will apply for each day elapsing until plans are received in the Development Office.

b.) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by ARC to bring the

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project into compliance. A penalty of \$2,000 will be assessed and a fine of \$100 per day will be assessed until the project is in compliance.

c.) When work has been completed without ARC approval and is in compliance, the ARC will advise the Owner of the findings and after-the-fact approval. A penalty of \$2,000 will be assessed and a second failure to follow proper procedures within a 12 month period will result in a \$3,000 fine and a per day fine in accordance with Paragraphs a.) and b.) above.

The foregoing shall in no way limit or restrict the right of the Association to pursue any other available legal or equitable remedies for any violation of these restrictive covenants."

3. The heading "Windows" under the paragraph entitled "Materials" in Exhibit "B" of the Declaration is hereby amended to read in its entirety as follows:

"Windows:

Windows within "The Boulevard" shall be wood, wood clad, vinyl clad or aluminum clad simulated divided light (SDL). Windows within Elm Ridge, Cypress Gardens, Walnut Grove, Laurel Brook and Holly Park Subdivisions shall be wood, wood clad, vinyl clad or aluminum clad, SDL or grid between the glass. No solid vinyl or solid aluminum windows will be allowed in the Boulevard, Elm Ridge, Cypress Gardens, Walnut Grove, Laurel Brook, or Holly Park Subdivisions.

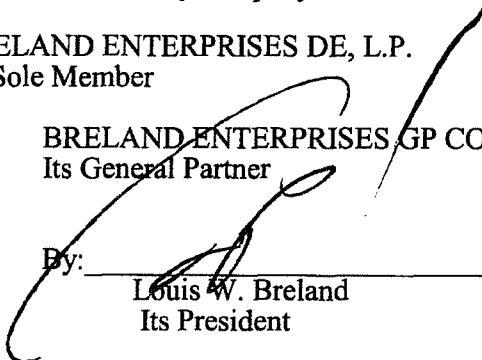
Windows within all other subdivisions within Lake Forest shall be approved on a case-by-case basis between the ARC and the Owner. All windows within Lake Forest shall be single or double hung. Casement is also allowed depending on style. All windows in Lake Forest must be selected from an approved manufacturers list."

This the 19th day of November, 2007.

LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C.,  
a Delaware limited liability company

By: BRELAND ENTERPRISES DE, L.P.  
Its Sole Member

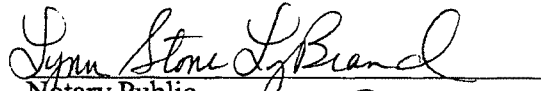
By: BRELAND ENTERPRISES GP CORPORATION  
Its General Partner

By:   
Louis W. Breland  
Its President

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 19th day of November, 2007.

  
Notary Public  
My Commission Expires June 6, 2011

This instrument was prepared by:


Paul B. Seeley, Esq.,  
LANIER FORD SHAVER & PAYNE P.C.,  
200 West Side Square, Huntsville, Alabama 35801  
(256) 535-1100



S:\PBS\breland\Lake Forest, LLC\Amendment to protective Cov (Fifth).wpd

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Madison Cnty Judge of Probate:AL  
11/21/2007 02:38:00PM FILED/CERT

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

  
20071121000811510 1/15 \$54.75  
Madison Cnty Judge of Probate, AL  
11/21/2007 03:45:28PM FILED/CERT

SUPPLEMENTARY DECLARATION SUBJECTING  
MAGNOLIA VILLAGE AT LAKE FOREST  
TO PROTECTIVE COVENANTS OF LAKE FOREST  
AND SIXTH AMENDMENT TO THE RESTRICTIVE COVENANTS  
OF LAKE FOREST

THIS DECLARATION, made this the 19<sup>th</sup> day of November, 2007, by Lake Forest Development and Properties, L.L.C., hereinafter defined as "Declarant" and W. Steve Simmons Company, Inc. ("Simmons").

WHEREAS, Simmons is the owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, hereafter called "the Property"; and

WHEREAS, Declarant desires to subject the Property to the provisions of the Declaration of Protective Covenants for Lake Forest, as recorded in the Probate Office of Madison County, Alabama, as Instrument Number 20060214000093300, as amended (hereinafter described as "the Declaration"); and

WHEREAS, pursuant to Article XIV Section 1 of the Declaration, the Declarant, with the consent of Simmons, may unilaterally subject the Property to the provisions of the Declaration.

NOW THEREFORE, the undersigned Declarant, with the joinder and consent of Simmons, does hereby declare that the Property, including the improvements thereon and hereafter constructed, is hereby subjected to the provisions of the Declaration, as amended, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the

covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, as amended, and shall be entitled to all easements and other rights benefiting property subject to such Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and all other property now or hereafter subject thereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the property now and hereafter subject thereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of the undersigned Declarant and each and every Owner and occupant of all or any portion thereof.

Notwithstanding the foregoing, the Declaration is hereby amended as follows:

1. The paragraph entitled "Collection of Association Dues:" under "General Rules" on page 3 is hereby amended to read in its entirety as follows:

"The annual collection of Lake Forest Community Association (the "Association") dues will take place October 1<sup>st</sup> of every year. Association members, considered to be anyone who owns a lot or home, will have 30 days to pay the dues, in the amount of \$600.00 per year, payable to Lake Forest Community Association. Any dues not received by October 31<sup>st</sup> of the collection year, will incur a \$10.00 per day late fee. Notwithstanding the foregoing, Owners of town home lots within Magnolia Village shall pay dues of \$300 per year and Owners of patio homes in Magnolia Village shall pay dues of \$500 per year. In addition, purchasers of lots within Magnolia Village shall pay an initial capital contribution of \$200 at the time they purchase the lot to the Magnolia Village Committee and shall also pay quarterly landscape maintenance assessments to the Magnolia Village Committee."

2. Article I, paragraph "q" is hereby amended to provide that the term "lot" shall include all lots within Magnolia Village.
3. Article I is hereby amended to add the following definitions for "Magnolia Village" and the "Magnolia Village Committee":

"Magnolia Village Committee" shall mean a committee consisting of three

members which shall, under the direction of the Board, collect dues and assessments from owners of lots within Magnolia Village, manage the landscape maintenance of all lots within Magnolia Village and make decisions regarding and manage the exterior maintenance and repair of townhomes within Magnolia Village. The initial members of the Magnolia Village Committee shall consist of W. Steve Simmons, W. H., Smith, Jr. And Chris Beyl or their successors, as appointed by Simmons from time to time. The initial members and their successors shall serve until such time as 75% of the completed dwellings in Magnolia Village have been sold by the builders to individual homeowners, at which time the owners of townhouse lots within Magnolia Village shall elect two members, and the owners of patio home lots within Magnolia Village shall elect one member. Such members of the Magnolia Village Committee shall serve staggered three (3) year terms, with the election of one new committee member being held in January of each year.

The Magnolia Village Committee shall have the power to obtain a Federal EIN number, establish separate checking, savings and other accounts in which the capital contributions and quarterly maintenance dues shall be deposited and kept segregated from the general funds of the Association, and to file any and all necessary state and federal tax returns.

"Magnolia Village" shall mean Magnolia Village At Lake Forest, as shown on the Plat of Magnolia Village at Lake Forest, recorded as Instrument No. 20071025000747860 in the Office of the Judge of Probate, Madison County, Alabama.

4. Article IV, Section 2 is hereby amended to provide that (i) General Assessments for townhomes within Magnolia Village shall be \$300 per year and General Assessments for patio homes in Magnolia Village shall be \$500 per year, the first year's General Assessment being pro-rated through October 1<sup>st</sup> of that calendar year; (ii) purchasers of lots within Magnolia Village shall pay an initial capital contribution of \$200 at the time they purchase the lot to the Magnolia Village Committee; (iii) owners of all lots within Magnolia Village shall pay quarterly landscape maintenance assessments as determined by the Magnolia Village Committee from time to time; and (iv) owners of townhouse lots within Magnolia Village shall pay a quarterly maintenance reserve fee to the Magnolia Village Committee in amounts determined by the Magnolia Village Committee from time to time.

5. Article IV, Section 10 is hereby amended to read in its entirety as follows:

“Section 10

Specific Assessments

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. The Board may, from time to time, delegate the power to specifically assess lots within Magnolia Village to the Magnolia Village Committee. Failure of the Board or the Magnolia Village Committee to exercise its authority under this Section shall not be grounds for any action against the Association, the Board or the Magnolia Village Committee and shall not constitute a waiver of the Board’s or the Magnolia Village Committee’s right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board or the Magnolia Village Committee has not previously exercised its authority under this section. The Board, or the Magnolia Village Committee, where such power has been delegated, may specifically assess Lots and Residences for the following expenses:

- a.) Expenses of the Association which benefit less than all of the Lots or Residences may be specifically assessed equitably among all of the Lots or Residences which are benefitted according to the benefit received.
- b.) Expenses of the Association which benefit all Lots or Residences, but which do not provide an equal benefit to all Lots or Residences, may be specifically assessed equitably among all Lots or Residences according to the benefit received.

6. Article IV, Section 11 (d) is hereby amended to provide that all Lots or Residences owned by Declarant or Simmons shall be exempt from General Assessments, special assessments and specific assessments and Article IV, Section 11(d) is hereby amended to read in its entirety as follows:

“(d) all Lots and/or Residences owned by the Declarant or Simmons; and”

7. “Construction Policy 1” in Article VII is hereby amended to read in its entirety as follows:

“Each Owner, or its subsequent grantees, successors or assigns, shall begin construction of a single - family home on the lot within 24 months from the date the lot was originally acquired from Declarant or, in the case of Lots within Magnolia



Village, within 24 months from the date the Lot was originally acquired from Simmons. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns."

8. "Construction Policy 4" in Article VII is hereby amended to read in its entirety as follows:

"A dumpster must be placed on the lot prior to the start of framing and remain until construction is completed. The dumpster must be emptied often enough to maintain the construction site in a neat condition. All construction sites must be cleaned of any/all trash at the end of each day, to keep trash from blowing onto other lots or throughout the Community. In the case of town homes or patio homes within Magnolia Village, multiple buildings may utilize the same dumpster provided that the construction area of each building is maintained in a neat condition. Except as noted above, there will be no exceptions to this rule."

9. Article IX, Section 1 is hereby amended to provide that the Association's Maintenance Responsibilities include maintaining all the Common Areas within Magnolia Village including, but not limited to, irrigation and utility bills for the Common Areas.

10. Article X, Section 2 is hereby amended to read in its entirety as follows:

"Section 2

Beginning Date for Construction of Homes

Each Owner, or its subsequent grantors, successors or assigns, shall begin construction of a single family home on the lot within two (2) years from the date the lot was originally acquired from the Declarant or, in the case of Lots within Magnolia Village, within two (2) years from the date the Lot was originally acquired from Simmons. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns. If the Owner fails to begin construction of a single family home on the lot within said time, the Declarant, or Simmons, in the case of Lots within Magnolia Village, shall have the right or option, but not the obligation, to repurchase the lot at the same purchase price as originally paid by the Owner or the Owner's grantee to Developer or Simmons."

11. Article X, Section 3 is hereby amended to read in its entirety as follows:

"Section 3

Installation of Sidewalk

Should Owner, his subsequent grantees, successors or assigns, not begin construction of a single family home on the lot within 12 months, or 1 year, from the original date of acquiring the lot from Declarant or, in the case of Lots within Magnolia Village, from Simmons, it will be the Owner's, or his subsequent grantees, successors or assigns, responsibility to install a sidewalk on the lot in accordance with Article VII, Construction Policy 2."

12. Article X, Section 20, is hereby amended to allow patio home and town home Lots within Magnolia Village to place fences nearer to the front lot line than the rear most corner of the dwelling when necessary for privacy upon written consent of the ARC.

13. Article X, Section 39 b.) is hereby amended to read in its entirety as follows:

"b.) Except for patio homes and town homes within Magnolia Village, which may have front entry garages, all dwellings shall have side or rear entry garages, unless approved in writing by the ARC."

14. Article X, Section 39 d.) 9 is hereby amended to provide that Magnolia Village shall require town homes to have at least 1,500 square feet of heated space and patio homes to have at least 1,800 square feet of heated space. Accordingly, Article X, Section 39 d.) 9 is hereby amended to read in its entirety as follows:

"9. Magnolia Village Subdivision:

Town Homes	1,500
Patio Homes	1,800"

15. The two paragraphs under Exhibit B, Section 2, "Overall Design, Exterior Material and Color" are amended to provide that these paragraphs shall not apply to town homes or patio homes in Magnolia Village. Nothing contained in this paragraph 15 shall be deemed to exempt lots within Magnolia Village from having to obtain ACR approval in accordance with the Declaration.

16. The paragraph entitled "Materials" under Section 2 of Exhibit B is hereby amended to provide that this Section shall not apply to town homes or patio homes in Magnolia Village. Nothing

contained in this paragraph 16 shall be deemed to exempt lots within Magnolia Village from having to obtain ACR approval in accordance with the Declaration.

17. Notwithstanding anything contained in the paragraph entitled “Trees” under Section 2 of Exhibit B, the following shall be the required tree and shrub plantings in Magnolia Village:

“Front Yard:

Patio Homes:	1 tree/25 plants
Town Homes:	0 trees/15 plants

Rear Yard:

Patio Homes:	1 tree
Town Homes:	0 trees”

Notwithstanding the foregoing, all landscaping will comply with City of Huntsville zoning ordinances regulating landscaping.

18. Notwithstanding anything contained in the Declaration to the contrary, the Declaration is hereby amended to add the following additional covenants, restrictions and easements which shall be applicable to all lots within Magnolia Village:

a) Maintenance

- (i) The Magnolia Village Committee is responsible for routine landscape maintenance of each lot within Magnolia Village, including grass cutting, edging, fertilizing, weed control and such other services as are specified in the maintenance contracts executed by the Magnolia Village Committee from time to time. No landscaping shall be changed without the approval of the Magnolia Village Committee and the ARC.

- (ii) The Magnolia Village Committee is responsible for exterior painting of all townhouses within Magnolia Village and the Magnolia Village Committee, with the approval of the ARC will make decisions on exterior paint maintenance as required from time to time. Neither the Association nor the Magnolia Village Committee is responsible for routine maintenance such as caulking and cleaning.
- (iii) The Magnolia Village Committee is responsible for replacement of the roof materials such as shingles, roof felt, and OSB/plywood for which the Magnolia Village Association shall specifically establish and reserve a fund for replacement from the quarterly maintenance reserve fees paid by the owners of townhouse lots within Magnolia Village. Neither the Magnolia Village Association nor the Association is responsible for damage, repair or replacement due to weather, fire, casualty, accident, negligence, or neglect. Damages to interiors as a result of roof leaks are NOT the responsibility of the Magnolia Village Committee or the Association.
- (iv) Each Owner shall keep his or her lot within Magnolia Village and the dwelling thereon in good order and repair in a manner and with such frequency as is consistent with good property management practices.
- (v) No Owner of any lot within Magnolia Village shall modify the dwelling on his or her lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making any other alteration in the exterior appearance of the dwelling without the prior written approval

of the ARC and the Magnolia Village Committee and any license or consent required from any governmental department or agency having jurisdiction of the work proposed to be performed upon the dwelling.

- (vi) Each Owner, in acquiring title to his or her respective lot, within Magnolia Village acknowledges that the decor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other dwellings and Improvements within Magnolia Village and agrees to maintain his or her respective lot and dwelling in such a manner as to maintain and perpetuate visual harmony within the Magnolia Village.

- b) Townhouse Easements. Simmons intends to construct townhouses on some lots within Magnolia Village, and construction of such dwellings may require that certain eaves, roof overhangs, brick veneers, siding and other architectural features and building materials encroach upon or hang over contiguous lots. Accordingly, there is hereby created, granted and reserved as an appurtenance to each townhouse lot within Magnolia Village, a perpetual easement over and across each lot within Magnolia Village, contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs resulting from any natural movement or settling of any such dwelling. In addition, there is hereby created, granted and reserved to the Owner or Owners of each townhouse lot a license and right of entry across contiguous townhouse lots as may be reasonably needed to maintain and repair such encroaching or overhanging structures. If any dwelling shall be damaged or destroyed, the Owner or Owners thereof shall be permitted to repair and reconstruct

such dwelling with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction and thereafter said license and right of entry shall continue in effect. In addition, should Simmons, or any affiliate or successor thereof develop additional residential subdivisions in the future on property adjacent to Magnolia Village, there is hereby reserved to Simmons and his affiliates, successor or assigns, an easement for ingress and egress over and across Magnolia Village as may be necessary for the construction and development of the adjoining property. There is also reserved an easement for drainage as may be required resulting from the topography or lay of the contiguous land.

The undersigned Declarant and W. Steve Simmons Company, Inc. shall cause this Supplemental Declaration and Amendment to be recorded in the Probate Office of Madison County, Alabama, and this Supplementary Declaration and Amendment shall thereupon be effective.

Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

Prepared by: Paul B. Seeley, Lanier Ford Shaver & Payne P.C.,  
200 West Side Square, Huntsville, AL 35801 (256) 535-1100

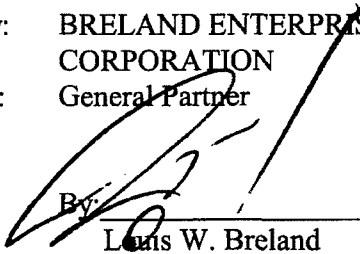
IN WITNESS WHEREOF, the undersigned Declarant and W. Steve Simmons Company, Inc.  
have caused this supplemental declaration to be executed as of the day and year first above written.

**DECLARANT:**

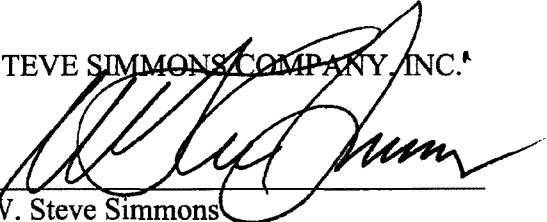
LAKE FORREST DEVELOPMENT AND  
PROPERTIES, L.L.C., a Delaware limited liability  
company

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP  
CORPORATION  
Its: General Partner

By:   
Louis W. Breland  
Its: President

W. STEVE SIMMONS COMPANY, INC.\*

By:   
W. Steve Simmons  
Its: PRESIDENT

RATIFICATION

Banc Corp. South, being the holder of a mortgage on the real property described on Exhibit "A", does hereby ratify, confirm and consent to the execution and recording of this Supplementary Declaration Subjecting Magnolia Village Subdivision to Protective Covenants of Lake Forest, and all amendments thereto for the purpose of giving full force and effect to the restrictions imposed upon the property by this instrument.

BANC CORP. SOUTH

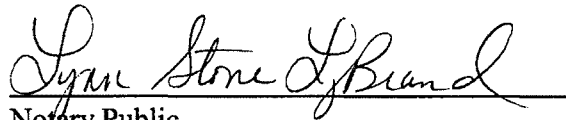
By: Kelley Maddox  
Its: AVP



STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C. (the "Company") whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said Company.


Given under my hand and official seal this the 19th day of November, 2007.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: June 6, 2011

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W. Steve Simmons, as PRESIDENT of W. STEVE SIMMONS COMPANY, INC., an Alabama corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

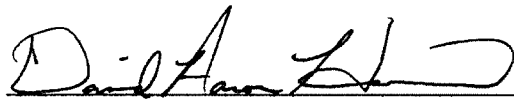
Given under my hand and official seal this the 20 day of November, 2007.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/29/2011

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kelley L. Maddox, whose name as AVP of Banc Corp. South, a(n) MS corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, (s)he, as such AVP and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20<sup>th</sup> day of NOV., 2007.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/24/2011

## **EXHIBIT "A"**

### **Property Description**

All lots and real property encompassed within Magnolia Village at Lake Forest, as more fully shown on Plat of "Magnolia Village at Lake Forest" dated October 2, 2007, and recorded October 25, 2007, as Instrument No. 20071025000747860, in the Office of the Judge of Probate of Madison County, Alabama.

20071121000811510 15/15 \$54.75  
Madison Cnty Judge of Probate, AL  
11/21/2007 03:45:28PM FILED/CERT



20080130000059740 1/3 \$24.75  
Madison Cnty Judge of Probate, AL  
01/30/2008 11:31:02AM FILED/CERT

**SEVENTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST**

THIS Seventh Amendment to Declaration of Protective Covenants for Lake Forest ("Amendment") is made on the date hereinafter set forth by LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C., a Delaware limited liability company, (hereinafter sometimes called "Declarant") and OAKWOOD PROPERTIES, LLC ("Owner").

**BACKGROUND  
STATEMENT**

WHEREAS, the Declaration of Protective Covenants for Lake Forest were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama ("Declaration"); and

WHEREAS, Declarant wishes to amend various provisions of the Declaration.

NOW THEREFORE, pursuant to the provisions of Article XXIX, Section 4 of the Declaration, the following is hereby amended:

1. Article X, Section 39(d)(10) is hereby amended to read as follows:

"10. Oakwood Subdivision:

Two Story Plans: 2,000"

This the 25<sup>th</sup> day of January, 2008.

LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C.,  
A DELAWARE LIMITED LIABILITY COMPANY

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP CORPORATION  
Its: General Partner

By: [Signature]  
Louis W. Breland  
Its: President

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that Louis W. Breland, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of Lake Forrest Development and Properties, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 25<sup>th</sup> day of January, 2008.

Stacy W. Goodish  
Notary Public  
My Commission Expires: 3/15/09

**RATIFICATION**

The undersigned hereby consents to and ratifies the foregoing Seventh Amendment to Declaration of Protective Covenants for Lake Forest.

OAKWOOD PROPERTIES, LLC

By: [Signature]  
Its: [Signature]

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that Alan Howard, as member of Oakwood Properties, LLC (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such member, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 23<sup>rd</sup> day of January, 2008.

Annika Campbell Watson  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 30, 2010  
BONDED THRU: NOTARY PUBLIC UNDERWRITERS

RATIFICATION

Wachovia NA, being the holder of a mortgage on the real property described on Exhibit "A", does hereby ratify, confirm and consent to the execution and recording of this instrument, and all amendments thereto, for the purpose of giving full force and effect to the restrictions imposed upon the property by this instrument.

By: \_\_\_\_\_  
Its: Vice-President

STATE OF ALABAMA     )  
                                  :  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Steve Smith, whose name as Vice President of Wachovia NA, a(n) \_\_\_\_\_ corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, (s)he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23 day of January, 2008.

Amanda Elizabeth Watson  
Notary Public

My Commission Expires \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 30, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was prepared by:

Paul B. Seeley, Esq.,

LANIER FORD SHAVER & PAYNE P.C.,  
200 West Side Square, Huntsville, Alabama 35801  
(256) 535-1100

S:\PBS\breland\Lake Forest, LLC\Amendment to Protective Cov (Seventh 1-9-08).wpd

08-0093

C-1

**EIGHTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
LAKE FOREST**

THIS Eighth Amendment to Declaration of Protective Covenants for Lake Forest ("Amendment") is made on the date hereinafter set forth by LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C., a Delaware limited liability company, (hereinafter sometimes called "Declarant").

**BACKGROUND  
STATEMENT**

WHEREAS, the Declaration of Protective Covenants for Lake Forest were recorded on February 14, 2006 as Instrument Number 20060214000093300 in the Office of the Judge of Probate of Madison County, Alabama ("Declaration"); and

WHEREAS, Declarant wishes to amend various provisions of the Declaration.

NOW THEREFORE, pursuant to the provisions of Article XVIX, Section 4 of the Declaration, the Declaration is hereby amended as follows:

1. Article X, Section 39(b) is hereby amended to read in its entirety as follows:
  - "b.) All dwellings shall have side or rear entry garages, unless approved, in writing by the ARC. No garage shall face the street at a 90 degree angle. Notwithstanding the foregoing, dwellings within any phase of Walnut Cove may have a front entry garage and/or such garage may face the street at a 90 degree angle if approved by the ARC."
2. The first sentence in the paragraph entitled "Garages" in Exhibit B to the Declaration is hereby amended to read as follows:

"No front entry garages will be permitted, except in Walnut Cove and the patio home neighborhood."
3. Section 1 of Exhibit B to the Declaration is hereby amended to add the following:

"Notwithstanding anything contained in the Declaration or Exhibit B to the Declaration to the contrary, dwellings within Walnut Cove may be constructed on "on grade" slab foundations."

[SIGNATURE PAGE TO FOLLOW]

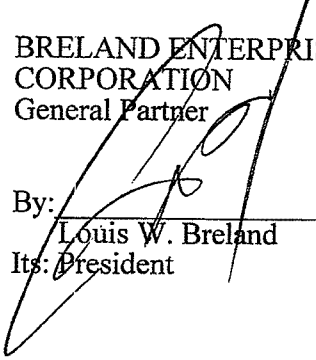
SIGNATURE PAGE TO EIGHTH AMENDMENT  
TO DECLARATION OF PROTECTIVE COVENANTS  
FOR LAKE FOREST

This the 30<sup>th</sup> day of June, 2011.

LAKE FORREST DEVELOPMENT AND  
PROPERTIES, L.L.C.,  
a Delaware limited liability company

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP  
CORPORATION  
Its: General Partner

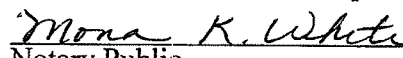
By:   
Louis W. Breland  
Its: President

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned Notary Public in and for said county and state, hereby certify that **Louis W. Breland**, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C (the "Company"), whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 30<sup>th</sup> day of June, 2011.

  
Notary Public  
My Commission Expires: 9-21-13

This instrument was prepared by:  
Paul B. Seeley, Esq.,  
LANIER FORD SHAVER & PAYNE P.C.,  
200 West Side Square, Huntsville, Alabama 35801  
(256) 535-1100

S:\PBS\breland\Lake Forest, LLC\Amendment to Protective Cov (Eighth July 2011).wpd



Tommy Ragland  
Judge of Probate  
100 NorthSide Square  
Madison County, Alabama 35801  
256-532-3330

Receipt for Services

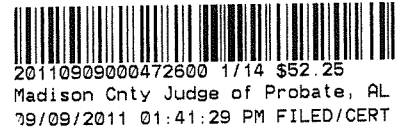
Cashier SUSANH

Batch # 127769

Date: 07/27/2011 Time: 12:05:45PM

Date	Instrument No	Document Type	Transaction Type	Pg/Amt
7/27/2011 12:05:45PM	20110727000380670	RESTAMEND		2
Party 1:	LAKE FOREST	Party 2:		
		Filing		1.00
		Imaging		4.00
		Mental Health		12.00
		Microfilming		0.25
		Per Page @ \$2.50		5.00
		RESTAMEND	Total:	22.25
		Fee Total:		22.25
CHECK	139661	LANIER FORD		24.25
CASH		Change Made		-2.00
		Payment Total:		22.25

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )



AMENDED AND RESTATED SUPPLEMENTAL DECLARATION  
AND AMENDMENT  
SUBJECTING MAGNOLIA VILLAGE AT LAKE FOREST  
TO PROTECTIVE COVENANTS OF LAKE FOREST  
AND SIXTH AMENDMENT TO THE RESTRICTIVE COVENANTS  
OF LAKE FOREST

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION AND AMENDMENT, is made this the 9<sup>th</sup> day of September, 2011, by Lake Forrest Development and Properties, L.L.C., hereinafter defined as “Declarant”.

WHEREAS, Declarant and W. Steve Simmons Company, Inc. (“Simmons”) executed and recorded that certain Supplementary Declaration Subjecting Magnolia Village at Lake Forest to Protective Covenants of Lake Forest and Sixth Amendment to the Restrictive Covenants of Lake Forest dated November 19, 2007 and recorded in the Office of the Judge of Probate of Madison County, AL as Instrument Number 20071121000811510 (the “Supplemental Declaration”); and

WHEREAS, the Supplemental Declaration subjected all of the property described in the Plat of Magnolia Village at Lake Forest (the “Property”) to the terms of the Declaration of Protective Covenants for Lake Forest, as recorded in the Probate Office of Madison County, AL as Instrument Number 20060214000093300 (the “Declaration”); and

WHEREAS, pursuant to Article XXIX Section 4 of the Declaration, the Declarant may unilaterally amend the Declaration; and

WHEREAS, Declarant wishes to amend and restate the Supplemental Declaration in its entirety to remove the patio home lots within "Magnolia Village" (as hereinafter defined) from participation in the Magnolia Village Committee and to otherwise amend the Supplemental Declaration as hereinafter set forth below.

NOW THEREFORE, the undersigned Declarant does hereby declare that the Property, including the improvements thereon and hereafter constructed, is hereby subjected to the provisions of the Declaration, as amended, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth in the Declaration, as amended, and shall be entitled to all easements and other rights benefiting property subject to such Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and all other property now or hereafter subject thereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the property now and hereafter subject thereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns, and shall inure to the benefit of the undersigned Declarant and each and every Owner and occupant of all or any portion thereof.

Notwithstanding the foregoing, the Declaration is hereby amended as follows:

1. The paragraph entitled "Collection of Association Dues:" under "General Rules" on page 3 is hereby amended to read in its entirety as follows:

"The annual collection of Lake Forest Community Association (the "Association") dues will take place October 1<sup>st</sup> of every year. Association members, considered to be anyone who owns a lot or home, will have 30 days to pay the dues, in the amount of \$600.00 per year, payable to Lake Forest Community Association. Any dues not received by October 31<sup>st</sup> of the collection year, will incur a \$10.00 per day late fee.

Notwithstanding the foregoing, Owners of town home lots within Magnolia Village shall pay dues of \$300 per year and Owners of patio home lots in Magnolia Village shall pay dues of \$500 per year. In addition, purchasers of town home lots within Magnolia Village shall pay to the Magnolia Village Committee an initial capital contribution of \$200 at the time they purchase the town home lot and shall also pay quarterly landscape maintenance assessments to the Magnolia Village Committee.”

2. Article I, paragraph “q” is hereby amended to provide that the term “lot” shall include all lots within Magnolia Village.

3. Article I is hereby amended to add the following definitions for “Magnolia Village” and the “Magnolia Village Committee”:

““Magnolia Village Committee” shall mean a committee consisting of three members which shall, under the direction of the Board, collect dues and assessments from owners of town home lots within Magnolia Village, manage the landscape maintenance of all town home lots within Magnolia Village and make decisions regarding and manage the exterior maintenance and repair of town homes within Magnolia Village. The members of the Magnolia Village Committee shall consist of James O. Wright, Kathy Kontz and Jeremy R. Carter or their successors, as appointed by Stoneridge Homes, Inc. from time to time. The members and their successors shall serve until such time as 95% of the completed town home lots in Magnolia Village have been sold by the builders to individual homeowners, at which time the owners of town home lots within Magnolia Village shall elect three members. Such members of the Magnolia Village Committee shall serve staggered three (3) year terms, with the election of one new committee member being held in January of each year.

The Magnolia Village Committee shall have the power to obtain a Federal EIN number, establish separate checking, savings and other accounts in which the capital contributions and quarterly maintenance dues shall be deposited and kept segregated from the general funds of the Association, and to file any and all necessary state and federal tax returns, and obtain the services of a management firm for carrying out the duties of the Magnolia Village Committee, provided any such contract for services shall be terminable by said Committee at any time with ninety (90) days notice.

“Magnolia Village” shall mean Magnolia Village At Lake Forest, as shown on the Plat of Magnolia Village at Lake Forest, recorded as Instrument No. 20071025000747860 in the Office of the Judge of Probate, Madison County, Alabama.”

4. Article IV, Section 2 is hereby amended to provide that (i) General Assessments for town homes within Magnolia Village shall be \$300 per year and General Assessments for patio homes in Magnolia Village shall be \$500 per year, the first year's General Assessment being pro-rated through October 1<sup>st</sup> of that calendar year; (ii) purchasers of town home lots within Magnolia Village shall pay to the Magnolia Village Committee an initial capital contribution of \$200 at the time they purchase the town home lot; (iii) owners of all town home lots within Magnolia Village shall pay quarterly landscape maintenance assessments as determined by the Magnolia Village Committee from time to time; and (iv) owners of town home lots within Magnolia Village shall pay a quarterly maintenance reserve fee to the Magnolia Village Committee in amounts determined by the Magnolia Village Committee from time to time.

5. Article IV, Section 10 is hereby amended to read in its entirety as follows:

"Section 10

Specific Assessments

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. The Board may, from time to time, delegate the power to specifically assess town home lots within Magnolia Village to the Magnolia Village Committee. Failure of the Board or the Magnolia Village Committee to exercise its authority under this Section shall not be grounds for any action against the Association, the Board or the Magnolia Village Committee and shall not constitute a waiver of the Board's or the Magnolia Village Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board or the Magnolia Village Committee has not previously exercised its authority under this section. The Board, or the Magnolia Village Committee, where such power has been delegated, may specifically assess Lots and Residences for the following expenses:

- a.) Expenses of the Association which benefit less than all of the Lots or Residences may be specifically assessed equitably among all of the Lots or Residences which are benefitted according to the benefit received.

- b.) Expenses of the Association which benefit all Lots or Residences, but which do not provide an equal benefit to all Lots or Residences, may be specifically assessed equitably among all Lots or Residences according to the benefit received.”

6. Article IV, Section 11 (d) is hereby amended to provide that all Lots or Residences owned by Declarant, Breland Homes, LLC, or Stoneridge Homes, Inc. shall be exempt from General Assessments, special assessments and specific assessments and Article IV, Section 11(d) is hereby amended to read in its entirety as follows:

“(d) all Lots and/or Residences owned by the Declarant, Breland Homes, LLC, or Stoneridge Homes, Inc.; and”

7. “Construction Policy 1” in Article VII is hereby amended to read in its entirety as follows:

“Each Owner, or its subsequent grantees, successors or assigns, shall begin construction of a single - family home on the lot within 24 months from the date the lot was originally acquired from Declarant or, in the case of Lots within Magnolia Village, within 24 months from the date the Lot was originally acquired from Stoneridge Homes, Inc. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns.”

8. “Construction Policy 4” in Article VII is hereby amended to read in its entirety as follows:

“A dumpster must be placed on the lot prior to the start of framing and remain until construction is completed. The dumpster must be emptied often enough to maintain the construction site in a neat condition. All construction sites must be cleaned of any/all trash at the end of each day, to keep trash from blowing onto other lots or throughout the Community. In the case of town homes or patio homes within Magnolia Village, multiple buildings may utilize the same dumpster provided that the construction area of each building is maintained in a neat condition. Except as noted above, there will be no exceptions to this rule.”

9. Article IX, Section 1 is hereby amended to provide that the Association’s Maintenance Responsibilities include maintaining all the Common Areas within Magnolia Village including, but not limited to, irrigation and utility bills for the Common Areas.

10. Article X, Section 2 is hereby amended to read in its entirety as follows:

“Section 2

Beginning Date for Construction of Homes

Each Owner, or its subsequent grantors, successors or assigns, shall begin construction of a single family home on the lot within two (2) years from the date the lot was originally acquired from the Declarant or, in the case of Lots within Magnolia Village, within two (2) years from the date the Lot was originally acquired from Stoneridge Homes, Inc. It is deemed that construction shall have begun when a building permit is obtained from the City of Huntsville by the Owner, or his subsequent grantors, successors or assigns. If the Owner fails to begin construction of a single family home on the lot within said time, the Declarant, or Stoneridge Homes, Inc., in the case of Lots within Magnolia Village, shall have the right or option, but not the obligation, to repurchase the lot at the same purchase price as originally paid by the Owner or the Owner’s grantee to Declarant or Stoneridge Homes, Inc.”

11. Article X, Section 3 is hereby amended to read in its entirety as follows:

“Section 3

Installation of Sidewalk

Should Owner, his subsequent grantees, successors or assigns, not begin construction of a single family home on the lot within 12 months, or 1 year, from the original date of acquiring the lot from Declarant or, in the case of Lots within Magnolia Village, from Stoneridge Homes, Inc., it will be the Owner’s, or his subsequent grantees, successors or assigns, responsibility to install a sidewalk on the lot in accordance with Article VII, Construction Policy 2.”

12. Article X, Section 20, is hereby amended to allow patio home and town home Lots within Magnolia Village to place fences nearer to the front lot line than the rear most corner of the dwelling when necessary for privacy upon written consent of the ARC.

13. Article X, Section 39 b.) is hereby amended to read in its entirety as follows:

“b.) Except for patio homes and town homes within Magnolia Village, which may have front entry garages, all dwellings shall have side or rear entry garages, unless approved in writing by the ARC” or as otherwise provided in any other amendment to the Declaration.

14. Article X, Section 39 d.) 9 is hereby amended to provide that Magnolia Village shall require town homes to have at least 1,500 square feet of heated space and patio homes to have at least 1,800 square feet of heated space. Accordingly, Article X, Section 39 d.) 9 is hereby amended to read in its entirety as follows:

“9. Magnolia Village Subdivision:

Town Homes	1,500
Patio Homes	1,300"

15. The two paragraphs under Exhibit B, Section 2, “Overall Design, Exterior Material and Color” are amended to provide that these paragraphs shall not apply to town homes or patio homes in Magnolia Village. Nothing contained in this paragraph 15 shall be deemed to exempt lots within Magnolia Village from having to obtain ARC approval in accordance with the Declaration.

16. The paragraph entitled “Materials” under Section 2 of Exhibit B is hereby amended to provide that this Section shall not apply to town homes or patio homes in Magnolia Village. Nothing contained in this paragraph 16 shall be deemed to exempt lots within Magnolia Village from having to obtain ARC approval in accordance with the Declaration.

17. Notwithstanding anything contained in the paragraph entitled “Trees” under Section 2 of Exhibit B, the following shall be the required tree and shrub plantings in Magnolia Village:

“Front Yard:

Patio Homes:	1 tree/25 plants
Town Homes:	0 trees/15 plants

Rear Yard:

Patio Homes:	0 trees
Town Homes:	0 trees”



Notwithstanding the foregoing, all landscaping will comply with City of Huntsville zoning ordinances regulating landscaping.

18. Notwithstanding anything contained in the Declaration to the contrary, the Declaration is hereby amended to add the following additional covenants, restrictions and easements which shall be applicable to all lots within Magnolia Village:

“a) Maintenance

- (i) The Magnolia Village Committee is responsible for routine landscape maintenance of each town home lot within Magnolia Village, including grass cutting, edging, fertilizing, weed control and such other services as are specified in the maintenance contracts executed by the Magnolia Village Committee from time to time. No landscaping of town home lots within Magnolia Village shall be changed without the approval of the Magnolia Village Committee and the ARC.
- (ii) The Magnolia Village Committee is responsible for exterior painting of all town homes within Magnolia Village and the Magnolia Village Committee, with the approval of the ARC will make decisions on exterior paint maintenance as required from time to time. Neither the Association nor the Magnolia Village Committee is responsible for routine maintenance such as caulking and cleaning.
- (iii) The Magnolia Village Committee is responsible for replacement of the roof materials for town homes such as shingles, roof felt, and OSB/plywood for which the Magnolia Village Association shall specifically establish and

reserve a fund for replacement from the quarterly maintenance reserve fees paid by the owners of town home lots within Magnolia Village. Neither the Magnolia Village Association nor the Association is responsible for damage, repair or replacement due to weather, fire, casualty, accident, negligence, or neglect. Damages to interiors as a result of roof leaks are NOT the responsibility of the Magnolia Village Committee or the Association.

- (iv) Each Owner shall keep his or her lot within Magnolia Village and the dwelling thereon in good order and repair in a manner and with such frequency as is consistent with good property management practices.
- (v) No Owner of any lot within Magnolia Village shall modify the dwelling on his or her lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making any other alteration in the exterior appearance of the dwelling without the prior written approval of the ARC and, in the case of town home lots, the written approval of the Magnolia Village Committee and any license or consent required from any governmental department or agency having jurisdiction of the work proposed to be performed upon the dwelling.
- (vi) Each Owner, in acquiring title to his or her respective lot within Magnolia Village acknowledges that the decor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other dwellings and Improvements within Magnolia Village and agrees to maintain

his or her respective lot and dwelling in such a manner as to maintain and perpetuate visual harmony within the Magnolia Village.

- b) Town Home Easements. Simmons or its successors or assigns intends to construct town homes on some lots within Magnolia Village, and construction of such dwellings may require that certain eaves, roof overhangs, brick veneers, siding and other architectural features and building materials encroach upon or hang over contiguous lots. Accordingly, there is hereby created, granted and reserved as an appurtenance to each town home lot within Magnolia Village, a perpetual easement over and across each lot within Magnolia Village, contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs resulting from any natural movement or settling of any such dwelling. In addition, there is hereby created, granted and reserved to the Owner or Owners of each town home lot a license and right of entry across contiguous town home lots as may be reasonably needed to maintain and repair such encroaching or overhanging structures. If any dwelling shall be damaged or destroyed, the Owner or Owners thereof shall be permitted to repair and reconstruct such dwelling with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction and thereafter said license and right of entry shall continue in effect. In addition, should Simmons, or any affiliate or successor thereof develop additional residential subdivisions in the future on property adjacent to Magnolia Village, there is hereby reserved to Simmons and his affiliates, successor or assigns, an easement for ingress and egress over and across Magnolia Village as may be necessary for the construction

and development of the adjoining property. There is also reserved an easement for drainage as may be required resulting from the topography or lay of the contiguous land.”

The undersigned Declarant shall cause this Amended and Restated Supplemental Declaration and Amendment to be recorded in the Probate Office of Madison County, Alabama, and this Amended and Restated Supplemental Declaration and Amendment shall thereupon be effective.

Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

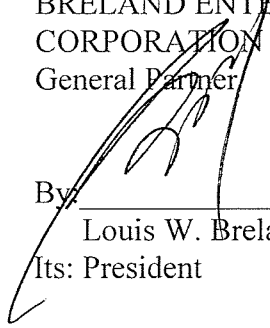
IN WITNESS WHEREOF, the undersigned Declarant has caused this Amended and Restated Supplemental Declaration and Amendment to be executed as of the day and year first above written.


**DECLARANT:**

LAKE FORREST DEVELOPMENT AND  
PROPERTIES, L.L.C., a Delaware limited liability  
company

By: BRELAND ENTERPRISES DE, L.P.  
Its: Sole Member

By: BRELAND ENTERPRISES GP  
CORPORATION  
Its: General Partner

By:   
\_\_\_\_\_  
Louis W. Breland  
Its: President

  
Prepared by: Paul B. Seeley, Lanier Ford Shaver & Payne P.C.,  
2101 West Clinton Ave., Suite 102, Huntsville, AL 35805 (256) 535-1100

STATE OF ALABAMA     )  
                                     :  
COUNTY OF MADISON    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Louis W. Breland**, as President of Breland Enterprises GP Corporation, as General Partner of Breland Enterprises DE, L.P., as Sole Member of LAKE FORREST DEVELOPMENT AND PROPERTIES, L.L.C. (the "Company") whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the 9<sup>th</sup> day of September, 2011.

Mona K. White  
Notary Public  
My Commission Expires: 9-21-13

EXHIBIT "A"

All lots and real property encompassed within Magnolia Village at Lake Forest, as more fully shown on Plat of "Magnolia Village at Lake Forest" dated October 2, 2007, and recorded October 25, 2007, as Instrument No. 20071025000747860, in the Office of the Judge of Probate of Madison County, Alabama.

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Madison Cnty Judge of Probate, AL  
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