

STATE OF ALABAMA)

COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 3/ 5/2014 1:33 PM
TOTAL \$ 66.00
20 Pages

1444627



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

LAKEWOOD VILLAS, A SUBDIVISION

WHEREAS, Breland Builders, Inc., an Alabama Corporation, herein called the “Original Declarant” for itself, its successors, grantees, and assigns, did by that certain Declaration of Covenants, Conditions, Restrictions, and Easements recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Miscellaneous Book 50, Pages 196, et seq., herein called the “Declaration”, submit Lakewood Villas, a Subdivision, to the Declaration as is evidenced by a plat recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 12, Page 39, which was further amended in Map Book 55, Page 1639, et seq., further amended in Map Book 56, Page 1724, et seq., and lastly amended by Instrument Number 825840 in the records in the Office of the Judge of Probate of Baldwin County; and,

WHEREAS, the Original Declarant did submit additional property known as Lakewood Villas, Phase II, to the terms and conditions of said Declaration by instrument recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 51, Pages 1844, et seq; and,

WHEREAS, the Original Declarant did submit additional property known as Lakewood Villas, Phase III, to the terms and conditions of said Declaration by instrument recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 55, Pages 267, et seq; and,

WHEREAS, the Original Declarant did submit additional property known as Lakewood Villas, Phase IV, to the terms and conditions of said Declaration by instrument recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 57, Pages 1789, et seq.

NOW, THEREFORE, the Declarant, Lakewood Villas Property Owners Association, Inc., an Alabama Nonprofit Corporation, hereby submits the following Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Lakewood Villas, a Subdivision, as approved by the members of said Association at a properly called Annual Meeting held in Gulf Shores, Alabama on the 1st day of March, 2014. Declarant hereby declares that all of the properties described herein shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in Lakewood Villas, a Subdivision, or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

LAKEWOOD VILLAS, A SUBDIVISION

**ARTICLE I
DEFINITIONS**

1.1 “Association” shall mean and refer to Lakewood Villas Property Owners Association, its successors and assigns.

1.2 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 “Properties” shall mean and refer to Lakewood Villas, a subdivision, recorded in the office of the Judge of Probate of Baldwin County, Alabama in Map Book 12, Page 39, which was further amended in Map Book 55, Page 1639, et seq., further amended in Map Book 56, Page 1724, et seq., and lastly amended by Instrument Number 825840 in the records in the Office of the Judge of Probate of Baldwin County, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 “Common Area” shall mean all real property (including improvements thereto) owed by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "A" attached hereto and made a part hereof.

1.5 “Board of Directors” shall mean and refer to the Board of Directors of the Association.

1.6 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.7 “Declarant” shall mean and refer to Lakewood Villas Property Owners Association, Inc., an Alabama Nonprofit Corporation, its successors and assigns.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 *Existing Property.* The real property which is, and shall be, held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, is located in Baldwin County, Alabama and is referred to as Lakewood Villas, a subdivision, recorded in the office of the Judge of Probate of Baldwin County, Alabama, as amended, supplemented and/or restated.

ARTICLE III

PROPERTY RIGHTS

3.1 *Owners' Easements of Enjoyment.* Every owner shall have and is hereby granted a right and easement of ingress, egress, use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to charge fees for the maintenance of the Common Area.

b. The parking of automobiles in the designated area within the Common Area is restricted to owners and guests, invitees and tenants of owners, and shall not interfere with the rights of ingress and egress of the Owner of any particular lot.

c. The right of the Association, in addition to its other rights as hereinafter set forth, to suspend the voting rights and the right to use of the Common Area by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations after

hearing by the Board of Directors of the Association.

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds ($\frac{2}{3}$) of the members to such dedication or transfer has been recorded.

3.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants and guests, or contract purchasers who reside on the property.

ARTICLE IV **EASEMENTS**

4.1 Easements for Utilities. Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the common area described herein.

4.2 Easements for Encroachments. Each lot, and the property included in the Common Area shall be subject to an easement for encroachments 'created by construction, settling, patios, balconies, stair landings and overhangs for all buildings constructed by the Original Declarant. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments stand, shall and does exist. In the event that any structure containing two or more townhouses is partially or totally destroyed and then rebuilt, the owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse units on Common Areas due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

4.3 Other Easements. There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, installation, replacement, repair and maintenance of

all utilities, including, but not limited to, water, sewers, gas, telephones, and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the property and to affix and maintain electrical or telephone wires and conduits, sewer and water lines, above, on or below any residence or land of any owner. An easement is hereby granted to the association, its officers, agents, and employees, including employees of any management company having a contract with the association, over all of the common areas and to enter any residence to perform the duties of maintenance and repair of the residence or Common Areas, to maintain any utilities for which an easement has been granted and to prevent damage to any other residence.

4.4 There is hereby granted reciprocal pertinent easements for the maintenance and repair of any and all party walls. An easement is hereby granted to all fire protection, ambulance and other similar persons and agencies, to enter upon the private streets and parking areas in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, communication lines or other utilities may be installed or relocated on said properties except as initially specified, planned and approved by the Original Declarant or thereafter approved by the Association's Board of Directors. The easements provided for in this Article shall in now way affect any other Recorded easements on said premises.

ARTICLE V **PARTY WALL**

5.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the lot owners upon which the Party Wall is situated; provided that, should a Party Wall be damaged by the negligent or intentional act of any owner or

any member of his family or his tenant or guest, then all such repair costs shall be borne by such Owner.

5.3 Waterproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

5.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

5.5 Arbitration. In the event of any dispute concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI **MEMBERSHIP AND VOTING RIGHTS**

6.1 Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

6.2 The Association shall have one class of voting membership who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII **COVENANT FOR MAINTENANCE ASSESSMENTS**

7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to

covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements to the Common Area, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. Upon any voluntary conveyance of a unit, the grantor and the grantee of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the association or accrued up to the date of such conveyance.

7.2 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the Association may Levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.3 Uniform Rate of Assessment. The assessments-herein described shall be fixed at a uniform rate for all lots.

7.4 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the ensuing year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for

a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

7.5 *Date of Commencement of Assessments: Due Dates.* The annual maintenance assessments provided for herein shall commence at such time as it is fixed by the Board of Directors and shall be paid at such time or times as the Board of Directors shall fix and determine. Written notice of the assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors and, unless the Board otherwise provides, one-twelfth (1/12) of any annual maintenance or other special assessments shall be due each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

7.6 *Effect of Non-payment of Assessments: Remedies of the Association.* Any assessment not paid with thirty (30) days after the due date shall bear interest from the date at the rate of eighteen percent (18 %) per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, foreclose a lien against the property or seek injunctive relief, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be a favor of the Association and shall be for the benefit of all lot owners. The Association, acting on behalf of the lot owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his lot.

If a Unit Owner shall be in default in the payment of any installment of an annual assessment for more than thirty (30) days, the Board may, upon notice thereof to the Unit Owner, accelerate all remaining monthly installments due for the balance of the term covered by the annuity, and the same shall thereupon become immediately due and payable. Upon default in the payment of an installment upon any assessment, the Board shall be entitled to charge interest and service charges at the highest rate allowable under the Laws of the State of Alabama.

If a Unit Owner shall be in default in the payment of any installment of an annual assessment for more than forty-five (45) days, the Board may, upon notice thereof to the Unit Owner, terminate the basic cable service to such Unit Owner's unit. Such notice shall be sent certified mail, return receipt requested and also regular mail to the last known address of Unit Owner, and a statement of such notice shall be posted upon the front door to such unit. The notice shall state the date of termination of the basic cable service. The notice shall be mailed and posted no less than fifteen (15) days prior to the termination date or date of cutoff. Upon payment in full of any sums due and owing to the Association, the Board shall Restore the water supply to such unit.

"Default" shall be determined as follows: In the event an owner of a unit does not pay any sums, charged or assessments required to be paid to the Association within thirty (30) days from the due date, the Association may foreclose the lien encumbering the unit created by non-payment of the required moneys in the same fashion as mortgage liens with a power of sale are foreclosed: provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record in such unit as shown in the Association's record of ownership. The Association shall have the right to bid in the unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action the lien of the Association shall be subordinate and inferior to tax liens in favor of the state, county, any municipality, and any special district, and any first mortgage liens of record encumbering such unit at the time of the commencement of the foreclosure action by the Association. In addition to, or in lieu of foreclosing its lien, the Association may bring suit to recover a money judgement, brought by or on behalf of the Association against a Unit Owner, who shall pay the costs of

collection thereof, together with a reasonable attorney's fee.

7.7 Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE VIII **RESTRICTIONS UPON USE, STRUCTURAL AND ARCHITECTURAL CHANGE**

8.1 No owner, tenant or other occupant of the properties herein described shall, without the prior written consent of the board of Directors:

a. Paint or otherwise change the appearance of any exterior wall, door, window, terrace, balcony or any exterior surface; enclose any terrace or balcony with screen, glass or other material; erect any exterior lights or signs; place any signs in windows; erect or attach any structures or fixtures to the common area; nor make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the unit) to any unit or to the common area. Any owner who wishes to accomplish any of the foregoing shall make such request in writing to the Board of Directors together with, if necessary, one (1) copy of the plans and specifications for the work proposed by the owner. In the event the Board of Directors shall fail to approve or disapprove such request by an owner within sixty (60) days from submission of same to the Board of Directors or to its designated representative, such approval will not be required and this covenant shall be deemed to have been fully complied with; and, nothing herein contained shall prevent, or is intended to prevent, an owner from maintaining or making repairs to his unit so as to maintain his unit in the condition existing at the time of purchase.

- b. permit loud and objectionable noises or obnoxious odors to emanate from the unit or from vehicles which may cause a nuisance to the occupants of other units;
- c. make any use of a unit which violates any laws, ordinances or regulations of any governmental body or governmental agency;
- d. fail to conform to abide by the By-Laws and the uniform rules and regulations in regard to the use of the common area which may be adopted from time to time by the Board of Directors of the Association;
- e. erect, construct or maintain any wire, radio, television or other type antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on the common area, except with the written consent of the Board of Directors;
- f. permit or suffer anything to be done or kept on the properties which will increase insurance rates on any unit;
- g. commit or permit any nuisance, upon the properties herein described;
- h. divide or subdivide a unit into a smaller unit or units; provided, however, that an entire unit may be combined with an entire adjacent unit and occupied as one unit;
- i. divide or subdivide a lot into a smaller lot or lots so as to create a lot smaller in size than that shown by the plat of Lakewood Villas, a subdivision, as hereinabove described;
- j. obstruct the common way of ingress and egress to the other lots or to the common area;

k. place or allow anything to remain in or on the common area which would be unsightly or hazardous;

l. allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor; and each unit and the common area shall at all times be kept in a clean and sanitary condition. Garbage shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles;

m. allow any fire or health hazard to exist;

n. make use of the common area in such a manner as to abridge the equal rights of the other owners to the use and enjoyment of same;

o. lease or rent less than an entire unit so that the high quality of this development shall be maintained and shall not become a lodging facility for transients;

p. permit a boat or boat trailer to be kept or maintained on the parking spaces or permit said parking spaces to be used for the storage of campers, motor homes or any other vehicle, apparatus or equipment (excluding passenger vehicles) without the written approval of the Board of Directors;

q. use the unit for anything other than for residential purposes; said properties are hereby restricted to residential dwellings for residential use only;

r. no owner of a lot shall repair any motor vehicle, boat or other vehicle upon any portion of any lot except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility;

s. raise, breed or keep animals, livestock or poultry of any kind on any lot except

that dogs, cats, and other household pets may be kept, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose;

t. erect outbuildings or storage building of any kind upon the properties;

u. cut or otherwise destroy any growing tree which is four (4) feet in height or more unless said growing tree becomes a hazard to person or property;

v. no action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX **MAINTENANCE AND REPAIR**

9.1 Each owner shall, at his expense, maintain and repair his unit keeping the same at all times in good condition and making such structural repairs as may be required.

9.2 In the event an owner of any lot in the properties shall fail to maintain the premises and improvements situated therein as required by Section 1, in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds ($\frac{2}{3}$) vote of the Board of Directors, shall have the right, through its agents and employee, to enter upon said parcel and to repair, maintain and restore the lot and the buildings and any other improvements erected thereon. The cost of the same shall be added to and become a part of the assessment to which such lot is subject.

9.3 An owner shall do no act nor any work that will impair the structural soundness or integrity of another living unit or impair any easement or hereditament nor any act nor allow any condition to exist which will adversely affect any other living unit or its owner.

ARTICLE X
INSURANCE

10.1 Each unit owner shall and is hereby deemed responsible for maintaining sufficient insurance upon his or her unit so as to provide full replacement value thereof in the event of a casualty, including, without limitation:

- a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including, but not limited to, vandalism, malicious mischief and windstorm; and
- c. flood insurance.

Each unit shall provide the Association with evidence that such insurance is in full force and effect. In the event an Owner of any lot in the Properties shall fail to maintain sufficient insurance as provided for herein, the Association, after approval by two-thirds ($\frac{2}{3}$) of the Board of Directors, shall have the right to purchase said insurance.

ARTICLE XI
RECONSTRUCTION OR REPAIR AFTER CASUALTY

In the event of the damage or destruction of all or part of a living unit, the living unit owner shall be responsible for the prompt reconstruction and repair after such casualty; provided that should the living unit owner fail to repair or replace within a reasonable period, the Association may do so for his account and may assess his property accordingly; and thereafter be subrogated to any insurance proceeds.

ARTICLE XII
AMENDMENT

This Declaration shall be amended in the following manner:

12.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

12.2 Resolution. A resolution adopting a proposed amendment may be proposed by a majority of the Board of Directors or the members, and after being so proposed and approved by one (1) of such bodies, it must be then approved by the other to become effective. Directors and members not present at the meeting considering the amendment, may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary at or prior to the meeting. Such approval must be by not less than two-thirds ($\frac{2}{3}$) of the Unit Owners of the Association. If the mortgage so provides, for the purposes of this subparagraph, that a mortgagee holding a mortgage comprising a first lien upon any unit shall express its approval or disapproval of such resolution in writing, the expression of such mortgagee shall be deemed to be that of the unit owner, and any contrary expression by the owner of such unit shall be disregarded.

12.3 Recording. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

12.4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by seventy percent (70%) of the record owners of lots in the subdivision and all mortgagees having mortgages upon all lots in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

12.5 Government Regulations. Declarant may make any amendment to this Declaration

that may be required by federal and state law or regulations, without complying with the terms of this Article XII.

ARTICLE XIII **MORTGAGES**

13.1 *Notice to Mortgagees of Default by Unit Owner.* In the event of default in the performance by an owner of any of his duties or obligations under this Declaration, the By-Laws or the Rules and Regulations of the Association, the Association shall, if such default is not cured within sixty (60) days, upon request by the holder of a mortgage constituting a first lien on the living unit of such defaulting owner, give written notice of such default to such mortgage holder; provided, however, that if the default is a failure to pay any charges of assessments to the Association, such notice shall be given if such default is not cured within fifteen (15) days; and provided further, however, that the Association shall have no obligation to give any notices to, or to take any other actions required by this Declaration with respect to, any mortgagee other than those from whom the Association has received a copy of the mortgage or written notice which sets out the particular lot or lots, the name of the mortgagor, the name and address of the mortgagee and the date of the mortgage. The Secretary of the Association shall keep a list of mortgagees which shall contain the information set out above.

ARTICLE XIV **SEVERABILITY**

If any provision or provisions of this Declaration, or any section, sentence, clause, phrase or word herein or the application thereof, is in any circumstance held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

ARTICLE XV **RESIDENTIAL USE/LEASING**

Units may be leased by the Unit Owners, provided that:

- a. No Unit shall be used or occupied for transient or hotel purposes, or in any event for

a period of less than twelve (12) months.

b. Such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction.

c. Such lease or rental agreement shall be in writing.

d. Each Unit Owner who has or who shall hereafter lease his or her Unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce the rules and regulations of the Association and to terminate the lease of and evict any tenant who fails to comply with said rules and regulations or who provides other sufficient cause for termination of the lease and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Articles, Rules and Regulations of this Association, or any contract for lease. The Association, the Board of Directors and its managing agent shall not become liable to any Owner or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

e. Subleasing of units is expressly forbidden under any circumstances.

ARTICLE XVI **MISCELLANEOUS**

16.1 *Headings.* The captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

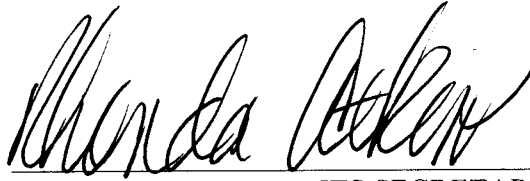
16.2 *Plural, Singular, Gender.* As used herein, the plural includes the singular, the singular includes the plural, and each gender, whether masculine, feminine or neuter, includes each other gender, as the context requires.

16.3 *Interpretation.* The provisions of this Declaration shall be liberally construed to

effectuate its purpose of creating a uniform plan for the development and operation of a condominium project in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof

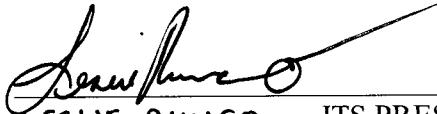
IN WITNESS WHEREOF, the Declarant has hereto affixed its signatures this 4TH day of MARCH, 2014.

LAKEWOOD VILLAS PROPERTY
OWNERS ASSOCIATION, INC.



BY: RHONDA ATKINS, ITS SECRETARY

ATTESTED:



BY: LESLIE RUNCO, ITS PRESIDENT

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Bruna Arkis whose name as Secretary, of Lakewood Villas Property Owners Association, Inc., 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal on this the 4th day of March, 2014.



Rachel Arkis
Notary Public

My Commission Expires: 2/24/18

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Leslie Russo whose name as President, of Lakewood Villas Property Owners Association, Inc., 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Given under my hand and seal on this the 4th day of March, 2014.



Rachel Arkis
Notary Public

My Commission Expires: 2/24/18

This Instrument Prepared By:
Daniel H. Craven, P.C.
Post Office Drawer 4489
Gulf Shores, Alabama 36547
Voice: 251-968-8170
Fax: 251-968-4837