

COVENANTS, RESTRICTIONS AND LIMITATIONS

FOR

LAKE FOREST, WINDSOR SQUARE

STATE OF ALABAMA:

COUNTY OF BALDWIN:

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STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

APR 18 1962 10AM

and that no tax was collected. Recorded in *mic*

Book 18

Page 117-29

By *W. H. Hume* Judge of Probate

WHEREAS, the lots in Lake Forest, Windsor Square, a subdivision, according to the plat of the said subdivision which is recorded in Map Book 5, page 132, of the records in the office of the Judge of Probate of Baldwin County, Alabama, are owned by the persons or corporations whose names are set opposite the respective lot numbers below, viz:

Henry C. Phipps and Dolores  
W. Phipps

Lot No. 3

Charles E. Van Devender, Jr.

Lot No. 11

William G. Choron, Jr. and  
Olidene H. Choron

Lot No. 30

Jerry D. Perkins and Ann R.  
Perkins

Lot No. 32

Lake Forest, Inc., an Alabama  
Corporation

All lots except lots  
numbered 3, 11, 30  
and 32;

WHEREAS, the said owners desire to have the above described property be and become subject to the restrictions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, in consideration of the mutual covenants of the parties hereto, the said owners do hereby covenant and agree with each other and with each and every future owner of

any part of said property and each and every such future owner shall, by virtue of becoming such an owner, accept and agree with the said owners and with each and every other owner or future owner of such property, that the covenants, restrictions and limitations hereinbelow set forth shall apply to the said subdivision.

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

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot in the said subdivision until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or well shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraphs 3 and 4.

3. MEMBERSHIP. This architectural control committee is composed of Arch R. Winter or T. Howard Ellis,

Robert B. Berg, Robert F. Diehl, and James Martin. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the said committee, the remaining members shall have full authority to designate a successor. Neither the members of the said committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of eighty per cent (80%) of the lots in the said subdivision shall have the power by a written instrument duly executed and recorded in the Probate Court of Baldwin County, Alabama, to change the membership of the said committee or to withdraw from the committee or restore to it any of its powers and duties.

4. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the said committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

The powers and duties of the said committee, and of its designated representative, shall cease on and after December 31, 1986. Thereafter, the approval described in this covenant shall not be required, unless, prior to said date and effective thereon, an instrument shall be

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duly executed by the then record owners of a majority of the lots in the said subdivision and recorded in the Probate Court of Baldwin County, Alabama, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said committee.

5. DWELLING QUALITY AND SIZE. The ground floor area of a residence, exclusive of porches, breezeways, carports, patios, and attached or detached garages, shall be not less than nine hundred and sixty (960) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story.

No asbestos siding shall be used on the exterior of any residence unless the use of same be affirmatively approved in writing prior to such use by said committee or its designated representative. No detached garage or outbuildings shall be allowed unless the same be affirmatively approved in writing by the architectural committee prior to the commencement of the construction thereof.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30) feet to the front lot line. No outbuilding or detached garage shall be nearer than seventy-five (75) feet to the front lot line, except by express approval of the architectural committee. No building shall be located nearer than thirty

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(30) feet to any side street line, nor nearer than ten (10) feet to any interior or rear lot line (except that an attached open porch or carport shall not be located nearer than five (5) feet to any interior lot line), except by express approval of the architectural committee. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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

8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot in the said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed, kept, permitted

to remain, or used on any lot at any time as a residence or otherwise, either temporarily or permanently; except as the same may be required in connection with the construction of a residence on such lot, and, in such case, only during the period of such construction.

10. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be

used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. SEWAGE DISPOSAL. All sewage disposal shall be by connection to the public or private (as the case may be) sewage system, if the same is available. If no public or private sewage system is in service adjacent to any lot in the said subdivision, then, in that event, an individual septic tank (for the service of such lot) may be installed, provided that the same is located, constructed and equipped in accordance with the requirements, standards



and recommendations of both state and local public health authorities; and further provided that approval of such system as installed is obtained from the said authorities.

16. WATER SERVICE. All water service shall be by connection to the public or private (as the case may be) water system, if the same is available. If no public or private water system is in service adjacent to any lot in the said subdivision, then, in that event, an individual water supply system may be installed, provided, however, that the same be located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities; and further provided, that approval of such system as installed is obtained from the said authorities.

17. DRIVE WAYS. An automobile driveway to any lot shall require a durable surfacing satisfactory to the architectural control committee. Such driveway shall be at least nine (9) feet in width, laid on grade, and connect the existing street pavement with the front lot line.

18. ALTERATION. Any or all of the restrictions herein contained may be annulled, amended or modified at any time by an instrument duly executed by the then record owners of a majority of the lots in the said subdivision and recorded in the Probate Court of Baldwin County,

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Alabama, provided, however, that no such amendment shall place any additional burden or restriction on any lot in the said subdivision, unless the owner thereof joins in the execution of said instrument or consents thereto by an instrument duly executed and recorded in the said Probate Court.

19. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1986, after which time the said covenants\* shall be automatically extended for successive periods of ten (10) years, unless an instrument duly executed by a majority of the then record owners of the lots in the said subdivision has been recorded in the Probate Court of Baldwin County, Alabama, agreeing to alter or change the said covenants in whole or in part.

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

21. SEPARABILITY OF COVENANTS. Invalidation of any

one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall be and remain in full force and effect.

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

23. PERIOD OF COMPLETION. Each dwelling or other approved building shall be completed within nine (9) months after construction of such dwelling or other approved building is begun, unless completion thereof within the said period is prevented by conditions found by the architectural control committee to be beyond the control of the owner.

24. HEADINGS. The heading of each paragraph herein is for convenience in reference only, shall be of no legal effect and shall not affect any construction or interpretation of these covenants or any provision hereof.

IN WITNESS WHEREOF, Henry C. Phipps and Dolores W. Phipps, husband and wife, Charles E. Van Devender, Jr., a single man, William G. Choron, Jr. and Olidene H. Choron,

husband and wife, and Jerry D. Perkins and Ann R. Perkins,  
husband and wife, have hereunto set their respective hands  
and seals, and Lake Forest, Inc. has caused this instrument  
to be executed in its name and on its behalf and its corpo-  
rate seal to be hereunto affixed and duly attested all by  
its officers thereunto duly authorized, all on this 10th  
day of April, 1962.

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Henry C. Phipps (SEAL)  
HENRY C. PHIPPS

Dolores W. Phipps (SEAL)  
DOLORES W. PHIPPS

Charles E. Van Devender, Jr. (SEAL)  
CHARLES E. VAN DEVENDER, JR.

William G. Choron, Jr. (SEAL)  
WILLIAM G. CHORON, JR.

Olidene H. Choron (SEAL)  
OLIDENE H. CHORON

Jerry D. Perkins (SEAL)  
JERRY D. PERKINS

Ann R. Perkins (SEAL)  
ANN R. PERKINS

LAKE FOREST, INC., an  
Alabama Corporation

By Robert B. Berg  
Robert B. Berg, as its President

ATTEST:

Robert F. Diehl  
Robert F. Diehl, as its Secretary

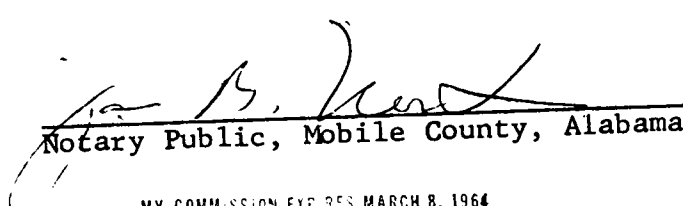
APPROVED:

T. Howard Ellis

STATE OF ALABAMA:  
COUNTY OF MOBILE:

I, the undersigned authority in and for said County in said State, hereby certify that Henry C. Phipps and Dolores W. Phipps, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of April,  
1962.

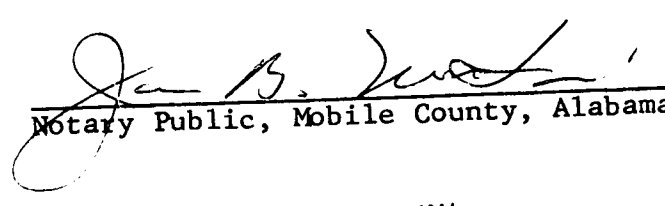
  
Notary Public, Mobile County, Alabama

MY COMMISSION EXPIRES MARCH 8, 1964

STATE OF ALABAMA:  
COUNTY OF MOBILE:

I, the undersigned authority in and for said County in said State, hereby certify that Charles E. Van Devender, Jr., a single man, 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 executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of April,  
1962.

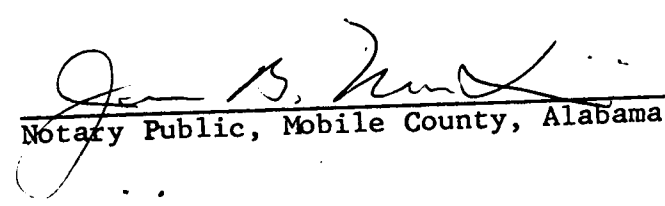
  
Notary Public, Mobile County, Alabama

STATE OF ALABAMA:  
COUNTY OF MOBILE:

MY COMMISSION EXPIRES MARCH 8, 1964

I, the undersigned authority in and for said County in said State, hereby certify that William G. Choron, Jr. and Olidene H. Choron, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of April,  
1962.

  
Notary Public, Mobile County, Alabama

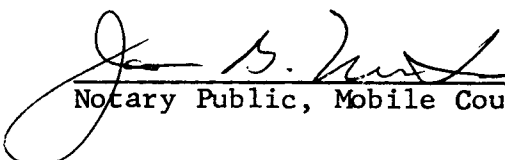
MY COMMISSION EXPIRES MARCH 8, 1964

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STATE OF ALABAMA:  
COUNTY OF MOBILE:

I, the undersigned authority in and for said County in said State, hereby certify that Jerry D. Perkins and Ann R. Perkins, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of April, 1962.

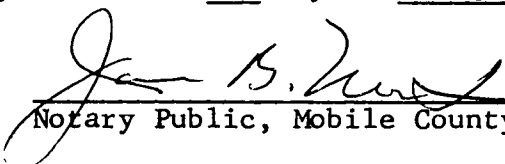
  
Notary Public, Mobile County, Alabama

MY COMMISSION EXPIRES MARCH 8, 1964

STATE OF ALABAMA:  
COUNTY OF MOBILE:

I, the undersigned authority in and for said County in said State, hereby certify that Robert B. Berg and Robert F. Diehl, whose names as President and Secretary, respectively, of Lake Forest, Inc., a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 10th day of April, 1962.

  
Notary Public, Mobile County, Alabama

MY COMMISSION EXPIRES MARCH 8, 1964

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