

1772018

STATE OF ALABAMA
COUNTY OF BALDWIN



**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS OF LAKEWOOD CLUB ESTATES, UNIT SIX
(2019)**

RECITALS

A Declaration of Covenants and Restrictions of Lakewood Club Estates, Unit Six was originally recorded in the records of the Judge of Probate of Baldwin County, Alabama on October 8, 1987 at Miscellaneous Book 60, page 1629, amended on multiple occasions over the succeeding years by supplemental instruments recorded in the records of the Judge of Probate of Baldwin County, Alabama.

The Owners of Lots within Lakewood Club Estates, Unit Six determined to Amend and Restate the Declaration of Covenants and Restrictions of Lakewood Club Estates, Unit Six for the purpose of strengthening and/or otherwise better organizing the Covenants and Restrictions of the Subdivision so as to better serve the interests of the Association and its Membership.

By vote in excess of 75% of the voting Membership of Azalea Ridge Property Owners Association, Inc., these Amended and Restated Covenants and Restrictions were adopted, to supersede the original Declaration of Covenants and Restrictions of Lakewood Club Estates, Unit Six, and all prior amendments thereto.

Effective the date of recording of this Amended and Restated Declaration of Covenants and Restrictions of Lakewood Club Estates, Unit Six, the following Declaration shall control the operation of Lakewood Club Estates, Unit Six, also known as Azalea Ridge Subdivision, and hereafter referred to as the "Subdivision":

A. RESIDENTIAL COVENANTS.

A-1. LAND USE AND BUILDING TYPE. All Lots and Lot Owners within the Subdivision shall be subject to these Covenants and Restrictions. Each Lot within the Subdivision (Lots 38 and 39 comprising one Lot) shall be restricted to single family residential usage. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence not to exceed two and one half

stories in height, to which may be attached a utility room, garage, storage room, or tool room.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot in the Subdivision until the building plans, specifications, and site plan showing the location of such building have been approved by the Architectural and Landscape Management Committee as to the conformity and harmony of the exterior design and color with existing structures in the Subdivision, and as to location of the building, addition, or alteration with respect to topography and finished ground elevation. Additionally, approval of a building, addition, or alteration of an existing building shall be conditioned upon the owner's submission to the Committee at a later date and prior to the beginning of any work, a landscape design plan prepared by a recognized landscape professional, which shall include an automatic irrigation system, to be installed and operated within thirty (30) days of occupancy of the building, addition, or alteration. Any significant landscape change or addition thereafter must be approved by the Architectural and Landscape Management Committee, which may require a landscape design plan for a proposed significant landscape change or addition. No fence, wall, hedge, or other dividing structure shall be erected or placed on any Lot, unless first approved by the Architectural and Landscape Management Committee. The Architectural and Landscape Management Committee shall monitor and make recommendations to the Board of Directors of the Association for landscape improvements or modifications of common areas, easements, and entrances within the Subdivision. Any significant landscape change or addition to these areas must be approved by the Architectural and Landscape Management Committee. The Architectural and Landscape Management Committee shall review and provide recommendations to the Board of Directors on any proposed contract for landscape maintenance or improvements of common areas, easements, or entrances within the Subdivision, and shall monitor any contractor's compliance with such contract. The Board of Directors shall have the sole authority to budget and authorize the expenditure of Association funds for these purposes.

A-3. DWELLING REQUIREMENTS. The interior floor area of each single family detached residence, exclusive of verandas, open porches, garages, carports, breezeways, and patios, shall not be less than three thousand (3,000) square feet.

A-4. BUILDING LOCATION. No structure or wall of any kind shall be located on any Lot (i) nearer to the front line or nearer to the line of the Lakewood Golf Course than the minimum building setback lines shown on the recorded plat of the Subdivision, or (ii) nearer than twenty (20) feet to any interior Lot line, unless the written approval of the Architectural and Landscape Management Committee is first obtained. In the event one building is constructed on two adjacent Lots, the owner of such two adjacent Lots need not observe the twenty foot Lot line restriction as it applies to the interior Lot line between the two Lots.

A-5. LOT SIZE. No single family detached residence shall be placed on less than one complete Lot as shown on the plat of the Subdivision.

A-6. SWIMMING POOLS. No swimming pool, or appurtenant fence or wall shall be erected, placed, or altered on any Lot within the Subdivision until the pool plans, specifications and site plan showing the location and design of such swimming pool, fence, or wall have been approved by the Architectural and Landscape Management Committee as to the conformity and harmony of the exterior design with existing structures in the Subdivision, and as to location of the swimming pool with respect to topography and finished ground elevation. Swimming pools must be constructed and equipped in accordance with the requirements and/or standards of the appropriate authorities of the State of Alabama and/or any political subdivision thereof, and it shall be the sole responsibility of the Lot Owner to comply with the same.

A-7. EASEMENTS. The easements shown on the plat of the Subdivision are hereby adopted as part of these covenants, and all Lots in the Subdivision shall be subject to such easements. The Association reserves unto itself, its successors and assigns, the right to grant further easements in reasonable locations, including, and without limitation, easements for purposes of ingress and egress, and for installing, maintaining, repairing, and constructing power, water, gas, and communication lines and facilities, as well as drainage ditches, in, on, over, and under such locations. The Association shall maintain all such easements.

A-8. STREETS. The streets shown on the plat of the Subdivision have been designated as private streets and are for the use and benefit of the Lot Owners in the Subdivision, members of the public who are invitees of the Owners, those who have business to conduct with the Owner of any Lot in the Subdivision, or those persons to whom easements for usage have been granted by the Association. Such streets shall be owned and maintained by the Association, and neither the recording of a plat nor any other act of any person or entity other than the Association shall be constructed as a dedication of such streets to the public. The foregoing notwithstanding, there shall exist a right of ingress and egress on, over, and across such streets for emergency vehicles, including emergency debris removal caused by a natural disaster, and for maintenance for utilities.

A-9. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done on any Lot which, in the sole judgment of the Board of Directors, may be or become an annoyance or nuisance to another Lot Owner or the Lakewood Golf Club.

A-10. TEMPORARY STRUCTURES. No temporary building or structure may be erected on any Lot. No mobile home, trailer, boat, or truck larger than a standard pick-up truck shall be allowed to be parked or maintained on any Lot for more than 48 hours.

A-11. TRADE OR BUSINESS PROHIBITED. No Lot or other property within the Subdivision shall be used for the purpose of operating or conducting a business or trade, nor for manufacturing, and no building erected thereon may be used for the operation of a boarding house, the serving of meals or refreshments to the public, or for short term lease or rental. The enumeration of particular operations prohibited shall not be construed to permit any other operation prohibited herein by general terms. This paragraph shall not prohibit the rental of a residential structure erected on any Lot as a single family residence, pursuant to written for a lease term of not less than six (6) months. No signage shall be permitted on any Lot advertising a Lot for leasehold.

A-12. ACCESS. The Association shall have the sole and exclusive right to determine access to, and usage of, roads, bridges, exits, entrances, common areas, and recreational areas within the Subdivision.

B. ARCHITECTURAL AND LANDSCAPE MANAGEMENT COMMITTEE.

B-1. MEMBERSHIP. The Architectural and Landscape Management Committee (the "Committee") shall be composed of three members appointed by the Board of Directors, who shall serve staggered 3 year terms. The members of the Committee shall be Lot Owners within the Subdivision. The members of the Committee shall continue to serve on the Committee unless a member resigns or dies, is removed by the Board of Directors of the Association for "good cause" related to a member's failure to carry out the duties of the Committee, or is no longer a Lot Owner within the Subdivision. The members of the Committee shall not be entitled to compensation for services performed pursuant to this covenant.

B-2. PROCEDURE FOR ARCHITECTURAL APPROVALS. The vote of at least 67% of the Committee, if not arbitrary or capricious, shall be conclusive, and an action taken by the Committee with respect to any proposed plan, specification, or site plan shall be in writing, with a copy delivered to the Owner of the Lot with respect to which such plan, specification, or site plan was submitted. In the event the Committee fails to render its decision within thirty (30) days of submission to the Committee, a plan, specification, or site plan submitted shall be deemed to have been approved. In the event 67% of the Committee should vote to reject a proposed plan, specification or site plan properly submitted by a Lot Owner, in whole or in part, the affected Lot Owner shall be entitled to submit an appeal of such action in writing, to be delivered to the Board of Directors. Upon receipt of written notice of appeal, the Board shall call a special meeting of the Membership for the purpose of considering such appeal. An action taken by the Committee shall not be disturbed on appeal unless 67% of the Lot Owners entitled to vote at the special meeting should vote to overturn or alter an action taken by the Committee. Should a Lot Owner fail to submit a plan, specification, or site plan pertaining to any proposed improvement, addition, or alteration, the Lot Owner shall have no right to construct any improvements, additions, or alterations on such Lot.

B-3. PROCEDURE FOR ARCHITECTURAL AND LANDSCAPE MANAGEMENT. Upon complaint by any Lot Owner within the Subdivision, or on its own initiative, the Committee shall conduct a meeting to determine whether a violation of any of the covenants or restrictions related to architectural or landscape approval, control, or management, including the failure of a Lot Owner to properly maintain a structure or landscaping on any Lot. The vote of a majority of the Committee shall be conclusive of the Committee's determination with respect to any such violation. Should the Committee determine a violation has occurred or exists, the Committee shall deliver to the Board of Directors a written notification describing the violation and the required action necessary to remedy or eliminate the violation. The Board of Directors shall deliver to the appropriate Lot Owner written notice of such violation, together with a copy of the Committee's written notice, and such Lot Owner shall have thirty (30) days in which to remedy or correct the violation. Should the Lot Owner fail to remedy or eliminate the violation within thirty days, the Board of Directors, or any Lot Owner within the Subdivision, shall have the right to seek such remedy in law or equity as the Board of Directors or Lot Owner may deem appropriate. In addition, the Board of Directors shall have the authority to impose and collect a reasonable fine as determined by a majority vote of the Members of the Board of Directors against any Lot Owner who shall fail to remedy or eliminate a violation after notice as provided in Paragraphs C-13 and/or C-14. Any fine imposed shall become a lien against a Lot just as any Assessment, and interest shall accrue thereon at the rate of 18% per annum. In any legal or equitable proceeding arising under this Paragraph, including an action to recover fines imposed by the Board of Directors, the Association shall be entitled to recover, in addition thereto, reasonable attorneys' fees, interest, and all other costs incurred in prosecuting such action.

C. GENERAL PROVISIONS.

C-1. TERM. These covenants, restrictions, and limitations shall run with each Lot and the common areas of the Subdivision perpetually, and shall be binding upon the Association and all Lot Owners, as well as any other party or person claiming under them.

C-2. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall not affect any other provision or covenant, which shall remain in full force and effect.

C-3. LIVESTOCK, POULTRY, AND HOUSEHOLD PETS. No animals, livestock, or poultry of any kind, other than household pets, shall be kept or maintained on any Lot or any part of the Subdivision. Dogs, cats, and other household pets may be kept on a Lot, provided they are not kept, bred, or maintained for commercial use or purpose; or kept or maintained in such a manner as, in the sole judgment of the Board of Directors, creates a nuisance or disturbs players using the Lakewood Golf Course.

C-4. GARBAGE AND REFUSE DISPOSAL. All dwellings must be equipped with garbage disposals. All curbside or debris trash must be placed in receptacles approved by the Board of Directors. No trash incinerators shall be permitted, nor shall the burning of trash or yard debris be permitted.

C-5. CLOTHES LINES. No outside clothes line or other outside structures for the drying of clothes shall be permitted.

C-6. SIGNS. No signs of any kind may be displayed on any Lot except the following:

- (a) small signs identifying the owner and/or address;
- (b) a sign used by a builder or a Contractor to identify or advertise a Lot during construction, or during any period required for construction of any improvement to a Lot; or
- (c) a sign of not more than four (4) square feet advertising a Lot or residence for sale or lease. Such sign must be placed within 15 feet of a residential structure existing on a Lot, but no less than the minimum set back required for any road frontage or golf course frontage.

Any sign displayed on any Lot shall be approved by the Board of Directors, in its sole discretion.

C-7. MAILBOXES. No mail box shall be constructed or placed on any Lot.

C-8. WATER SUPPLY AND SEWAGE DISPOSAL. No individual water supply system or individual sewage disposal system shall be permitted on any Lot unless each such system is located, constructed and equipped in accordance with requirements and/or standards of the appropriate authority of the State of Alabama, or political subdivision thereof.

C-9. OIL AND MINING OPERATIONS. No person, firm, or corporation shall have any right of ingress or egress at any time upon the surface of any Lot for the purpose of mining, drilling, exploring, operating, or developing any of such Lots for oil, gas, or other minerals, or for storing, handling, transporting, and marketing the same therefrom.

C-10. AZALEA RIDGE PROPERTY OWNERS ASSOCIATION. As a condition of owning a Lot, each Lot Owner shall be a member of the Azalea Ridge Property Owners Association, Inc. (the "Association"), a not-for-profit corporation organized pursuant to the law of the State of Alabama. The Association shall have title to the roads within the Subdivision and the appurtenant bridges, road medians, common areas, and entrances, and shall maintain such facilities for the use of its members and for the purposes set forth in Paragraph A-8. Further, the Association shall maintain for the benefit of its members

the auxiliary sewer grinding stations located on Beaver Creek Drive and near Raintree Drive, as shown on the plat of the Subdivision. In addition to the purchase price of a Lot, each Lot Owner agrees to pay, and shall pay, to the Association a pro-rata maintenance fee quarterly, or at such other intervals as may be set by the Association, for each Lot in the Subdivision owned by Lot Owner.

C-11. AZALEA RIDGE RECREATIONAL FACILITIES. The areas designated on the Subdivision plat as “recreational facilities” shall be owned by the Association and are reserved exclusively for recreational use. The Association shall have the right to construct appropriate recreational facilities thereon for use by the Lot Owners, as may be determined by the Board of Directors.

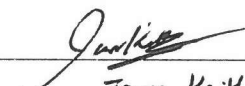
C-12. AMENDMENT. Amendment of this Declaration may be made only by vote of sixty-seven percent (67%) of the Membership entitled to vote at a meeting called for the purpose of considering such amendment, or by instrument executed by the owners of sixty-seven percent (67%) of the Lots within the Subdivision, such Lots being shown on the plat of the subdivision recorded in Slide NO. 1147-B of the records of the Judge of Probate of Baldwin County, Alabama. Units 38 and 39 shall be considered one Lot for this provision.

C-13. BOARD OF DIRECTORS AND PROCEDURE FOR MANAGEMENT CONTROL. The affairs of the Association shall be managed by a Board of Directors as provided in the Bylaws of the Association. Upon complaint of a Lot Owner within the Subdivision, or on its own initiative, the Board of Directors shall conduct a meeting for the purpose of determining (i) whether a violation of any covenant or restriction has occurred or exists; or (ii) whether a nuisance is occurring or being maintained as described in Paragraph A-9; or (iii) whether dogs, cats, or household pets are being kept or maintained in such a manner as to create a nuisance or disturb players using the Lakewood Golf Course. A majority vote of the Board as to any such violation, shall be conclusive. Should the Board determine a violation described in (i) above exists, or that a nuisance as described in (ii) or (iii) exists, the Board shall deliver to the appropriate Lot Owner written notice of such violation or the existence of such nuisance and such Lot Owner shall have thirty (30) days in which to remedy or correct the same. Should such a Lot Owner fail to remedy or correct the same within thirty days, the Board shall have the right to levy a reasonable fine as determined by a majority vote of the Board of Directors against the offending Lot Owner and Lot, which shall become a lien against such Lot, just as any Assessment, and which shall accrue interest at the rate of 18% per annum. In addition, the Board, or any Lot Owner shall have the right to seek such remedy in law or in equity as the Board or such Lot Owner deems appropriate. In any such legal or equitable proceeding, including any proceeding brought or initiated by the Association to collect fines levied hereunder, the Association shall be entitled to recover the reasonable attorneys’ fees and expenses incurred in prosecuting such action, as well as court costs, related collection fees, and interest.

C-14. LIEN ON LOTS. The Association shall have a lien on each Lot in the Subdivision and the improvements thereon for the pro-rata maintenance fee assessed against such Lot and the Lot Owner thereof, and for any unpaid fines assessed by the Association, together with interest thereon and reasonable attorneys' fees, Court costs, and other collection related expenses which may be incurred by the Association in collecting the same. Upon full payment of all sums secured by the lien, the Lot Owner shall be entitled to a satisfaction of lien, which may be recorded by the Lot Owner in the records of the Judge of Probate of Baldwin County. All such liens shall be subordinate only to the lien of any first mortgage of record. Such lien may be foreclosed by appropriate legal proceedings brought by the Board of Directors in the name of the Association. The Association shall have the power to bid in a Lot and improvements at a foreclosure sale of any Lot and to acquire, hold, lease, mortgage, and convey the same.

This Amended and Restated Declaration of Covenants and Restrictions of Lakewood Club Estates, Unit Six was duly adopted by vote of the Membership effective the 1st day of July, 2019.

**AZALEA RIDGE PROPERTY OWNERS
ASSOCIATION, INC.**

By: 
James Keith Spain
As President of the Azalea Ridge
Property Owners Association, Inc.

By: 
Elizabeth M. Cazalas
As Secretary of the Azalea Ridge
Property Owners Association, Inc.

This document prepared by:

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