

STATE OF ALABAMA
COUNTY OF BALDWIN

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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**FIRST AMENDMENT
TO THE DECLARATION OF RESTRICTIONS AND COVENANTS
FOR THE COVE AT CRYSTAL LAKE**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published, and declared this 31 day of March 2023 by the Property Owners ("Members") of the COVE AT CRYSTAL LAKE PROPERTY OWNER'S ASSOCIATION, INC. ("Association") as successors to the COVE AT CRYSTAL LAKE DEVELOPMENT CO., L.L.C. ("Developer").

This First Amendment to the Declaration of Restrictions and Covenants replaces and renders null and void the Declaration of Restrictions and Covenants made, adopted, published, and declared on 3 December 2003 and filed with the Office of the Judge of Probate of Baldwin County, Alabama (Instrument 776076).

The ARTICLES OF INCORPORATION OF COVE AT CRYSTAL LAKE PROPERTY OWNER'S ASSOCIATION, INC. and the BYLAWS OF COVE AT CRYSTAL LAKE PROPERTY OWNER'S ASSOCIATION, INC (Instruments 776076 and 776077) remain in effect and the Members of the Association are the successors to the Developer due to the sale of all Lots within The Cove at Crystal Lake.

RECITALS

The Members own certain real property ("the Subject Property") located on Soldier's Creek in Baldwin County, Alabama, known as The Cove at Crystal Lake according to the Plat thereof recorded at Slide 2135-E in the records of the Office of the Judge of Probate of Baldwin County, Alabama ("the Plat"). The Subject Property includes nineteen lots ("the Lots") as shown on the Plat. The ownership of one of the nineteen Lots confers a Membership in the Association, a single vote for matters related to these Restrictions and Covenants, and responsibility for the general assessment.

The Members desire to place certain requirements, covenants, restrictions, conditions, and reservations (collectively sometimes "Restrictions") upon all of such Lots in accordance with this document in order (a) to protect the owners of each Lot against improper use of surrounding Lots as will depreciate the value of the Lots, (b) to preserve, as far as practicable, the natural beauty of each Lot, (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said Lots, and (d) to provide for the ownership and maintenance of the common areas.

The Restrictions in this document are to be interpreted in a manner that balances the specific rights of individual members to enjoy the use of their property with the general interest of all Members in maintaining a community free of issues that depreciate the overall value of the Lots. Notwithstanding anything to the contrary contained herein or in the original Declaration, the parties hereto recognize and agree that any structures that are existing of the recording of this instrument shall be deemed approved and not in violation hereof.

NOW, THEREFORE, The Members agree to the following Restrictions on the Subject Property:

1. **RESIDENTIAL USE ONLY:** All Lots shall be known and described as single-family residential lots. No Lot may be improved, used, or occupied for other than private single-family residence purposes. Members may lease a residence, however, leases must be for a term of one year or more. Short-term vacation rentals are prohibited. No flat, mobile home, or modular home, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon. Lots cannot be subdivided by owners, to prevent a path around the single-family dwelling.

2. **CONSTRUCTION APPROVAL:** Members will secure such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law prior to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any Lot. The Board of Directors ("Board") may request a copy of such approvals, certificates, or permits as is necessary.

3. **RIPARIAN MATTERS:**

a. Members will secure such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law prior to the commencement, construction, maintenance, addition, change or alteration, or any other activity related to piers, wharves, and other waterside structures. The Board may request a copy of such approvals, certificates, or permits as is necessary.

b. Piers, wharves, and other waterside structures will be constructed in a manner that does not block or impede vessel traffic along waterways adjoining Subject Property.

c. Piers, boathouses, and other waterside structures will not exceed one story in height, or a height approximate thereto, in the case of a boathouse. The intent of this provision is that no Member constructs a pier, boathouse, or other waterside structure that unreasonably interferes with the use and enjoyment of the property of any other Member. Deviations from this provision may be approved by the Board if approval will not depreciate the overall value of Subject Property.

d. Members and their guests will treat the waterway adjoining Subject Property and leading to the common area as a no-wake zone.

e. Members and their guests who utilize motorized vessels at the common area and common area mooring facilities will maintain insurance on those motorized vessels.

f. If the Association is required to remove a hazardous or derelict vessel from the common area and common area mooring facilities, costs for the removal will be billed to the responsible Member.

g. Vessels may be moored overnight, but not on a long-term or permanent basis, at the common area mooring facilities. Member vessels have priority at the common area mooring facilities over those of guests.

4. **EXTERIOR MATERIALS:** Brick, stucco, and wood, as well as materials that give the outward appearance of brick, stucco, and wood, are allowed. This includes storage buildings as further described in paragraph eleven. Other materials and styles may be approved by the Board if approval will not depreciate the overall value of Subject Property.

5. **DRIVEWAYS:** All driveways will be paved with concrete or asphalt or constructed with crushed shell or masonry type material. Other materials and styles may be approved by the Board if approval will not depreciate the overall value of Subject Property.

6. **OUTDOOR LIGHTING:** No continuously running (dusk to dawn) mercury vapor lights, or other high-intensity outdoor lights, are permitted on any Lot that create a nuisance for any Member. No floodlights or permanent lighting may be directed toward any street or any other Lot.

7. **SWIMMING POOLS:** No swimming pools will be constructed without the approval of the Board. Above-ground pools are prohibited.

8. **LANDSCAPING:** Due to the unique natural plant growth on the Lots, landscaping that preserves such growth, including trees, is permissible and encouraged. Sodded yards are not required.

9. **SIZE OF RESIDENCES:** No residence or other building will exceed two and one-half stories in height (excluding a ground level garage or carport under the home) or have a habitable area of less than 1,500 square feet. Only Lots 1, 2, 3, 4, 5, 15, 16, 17, 18, and 19 may construct homes erected on pilings. Deviations from this provision may be approved by the Board if approval will not depreciate the overall value of Subject Property.

10. **GARAGES AND CARPORTS:** Garages and carports will be integrated into the design of homes. Deviations from this provision may be approved by the Board if approval will not depreciate the overall value of Subject Property.

11. **STORAGE BUILDINGS:** Members may construct one freestanding storage building on a Lot. They must, however, be designed and constructed in a manner that will not depreciate the overall value of Subject Property. The appearance of the storage building must complement the residence on that Lot. Deviations from this provision may be approved by the Board if approval will not depreciate the overall value of Subject Property.

12. **UTILITIES:** All wired utilities on a Lot must be provided via underground conduit.

13. **FENCING, WALLS, HEDGES, AND ORNAMENTAL STRUCTURES:** Fences, hedges, or other boundaries between Lots may not extend to a height greater than four feet. A privacy hedge or fence, however, may be constructed within a Lot in excess of this restriction. Chain-link fences between Lots are prohibited. Deviations from this provision may be approved by the Board if approval will not depreciate the overall value of Subject Property.

14. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any Lot. Dogs, cats, or other household pets are allowed if not kept, bred, or maintained for commercial purposes.

15. **FLAG POLES:** Members will not construct a stand-alone flagpole on a Lot without prior approval from the Board.

16. **OFFENSIVE ACTIVITIES AND CARE OF LOTS:** No commercial, noxious, hazardous, annoying, or nuisance-creating activity may be carried on within any Lot or in, on, or over the waters and areas adjacent to any Lot where the owner may have riparian rights. No structure, including fences shall be erected that channel water onto an adjacent Lot. No outside clotheslines are permitted on the Subject Property, unless screened in such a manner as not to be visible from adjacent Lots or streets. All Lots and the improvements constructed thereon will be maintained in a neat, attractive, and presentable condition. Rubbish, debris, or unsightly objects will not be allowed to accumulate on a Lot. Rubbish, debris, or unsightly objects will not be dumped on any other Lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Trash, garbage, or other waste material will be kept in sanitary containers. Members are responsible for ensuring that construction on a Lot does not cause erosion or deterioration of any drainage easement.

17. **PROPERTY OWNERS ASSOCIATION AND COMMON AREAS:** The Association shall hold title to and maintain all property designated as common area as shown on the Plat and any piers, docks, etc. built along such common area.

a. The annual assessment levied by the Association will be used exclusively for the maintenance of the common areas, the payment of ad valorem taxes on such common areas, and the discharge of the Association's responsibilities as set forth above, and for such other expenses related thereto as the Association deems necessary.

b. Notwithstanding any provision in this Declaration or in the Association Articles of Incorporation or Bylaws to the contrary, the initial general assessment rate shall not exceed \$25.00 per Lot per month. Without the written consent of three-quarters of the Members of the Association, no special assessments are allowed and no increase in the general assessment will be greater than 5% of the rate in effect for the preceding year.

c. The Association may bring an action at law against the owner and/or other person(s) personally obligated to pay any assessment not paid within the due date thereof, and such persons who are personally liable for such assessments will be responsible for costs or collection, including a reasonable attorney fee. No owner may waive or otherwise escape liability for assessments provided for herein by the abandonment or transfer of such owner's lot or lots.

18. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any or all of the provisions of this document may be annulled, amended, or modified at any time by an instrument executed by three-quarters of the Members of the Association. That instrument will be acknowledged by each Member signing same and will be filed for record in the office of the Judge of Probate of Baldwin County, Alabama.

19. TERM: The Restrictions herein shall run with the land and shall be binding on all Lot owners or upon all parties and persons claiming under or through them, each of whom shall by virtue of his acceptance or acquisition of title or other interest accepts and agrees to be bound by and to abide by all terms and provisions of this instrument, all of which shall be, and remain in full force and effect until January 1, 2033, after which time the Restrictions shall automatically be extended for successive periods of ten years unless an instrument signed by the Members or not fewer than fifty percent (50%) of the Lots has been recorded, agreeing to change said covenants in whole or in part. Provided, however, that no such change shall be made which would directly or indirectly, change the permitted use of the property from single-family residential use.

20. CONFLICT RESOLUTION: Conflicts between Members concerning the application of the restrictions contained in this document or matters pertaining directly thereto will be resolved in the following manner:

a. Members in conflict will first make a good faith effort to resolve issues among themselves before bringing them to the Association for resolution.

b. In the event informal resolution fails, the complaining Member(s) will reduce their complaint to writing. The written complaint will clearly articulate the issue, the provision of

these restrictions the Member(s) believe is violated by the issue, and propose a recommended resolution to the issue(s).

c. The complaining Member(s) will provide a copy of the written complaint to the responding Member(s) and the Board. The Board may dismiss a complaint that is frivolous or not relevant to the Restrictions in this document.

d. If the Board accepts the complaint, the responding Member(s) will have ten calendar days to respond to the complaint. The response will be in writing, will address each complaint lodged by the complaining Member(s), and propose a recommended resolution to the issue(s). The responding Member(s) will provide a copy of the response to the complaining Member(s) and the Board.

e. The Board will provide the written complaint and response to the Members at large. The Members (excluding the complaining and responding Members) will have ten calendar days to review the complaint and response. At the conclusion of the ten days for review, the Members will have an additional five days to submit their vote to the Board in support of the complainant, the respondent, or they may propose an alternate resolution.

f. A majority (50%) of Member votes in support of any proposed resolution is required to prevail.

21. ENFORCEMENT: The primary means between Members for resolving matters relating to these Restrictions is the Conflict Resolution method described above. Any party owning any Lot, or the Association, however, may prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any of the Restrictions contained herein to prevent such person or persons from so doing or to recover damages for such violation, and in the event that the person, persons, or entity prosecuting such proceeding prevails therein, the person or persons who were violating or attempting so violate such restrictions shall be charged with, and shall pay, the costs of such prosecution, including reasonable attorney fees.

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22. **CORRESPONDENCE:** Correspondence with the Board or Association may be mailed to P.O. Box 342, Lillian, AL 36549.

IN WITNESS WHEREOF, the Board has caused this instrument to be executed as of the date and year first above written.

W. Verret

W. VERRET
President of the Board

THE STATE OF ALABAMA
BALDWIN COUNTY

I, Erin Maulden, a Notary Public, in and for said County in said State hereby certify that Wesley Verret whose name as President of the Cove at Crystal Creek Property Owner's Association, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 31 day of March 20 23

Erin Maulden

Notary Public

My Commission Expires: 12/2/2026

