

**SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS, CONDITIONS,  
EASEMENTS, COVENANTS, AGREEMENTS, LIENS AND CHARGES  
OF THE LAKE FOREST SUBDIVISION**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2025 by the owners of record of sixty-six and two-thirds percent (66 <sup>2</sup>/<sub>3</sub> %) of the Lake Forest Property Owners Association, Inc. members, encompassed within the Lake Forest development, present in person or by ballot at a meeting of the members of the Lake Forest Property Owners Association, Inc. (hereinafter “LFPOA” or “Association”) duly called for such purpose at which a quorum was present.

This Second Amendment to the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges of the Lake Forest subdivision is intended to amend prior existing Covenants including those set out in the Amended Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens, and Charges for Lake Forest, recorded December 12, 2017 at Instrument No. 1670284, as amended in Instrument No. 1755992 recorded April 25, 2019, and applies to all Lots within the Lake Forest development as of the date approved, or at any time thereafter. All recording references are to the records in the Office of the Judge of Probate for Baldwin County, Alabama.

**Add to Section “III. Land Use” the following:**

**D. With respect to all Units:**

1. All lots in the subdivision shall be known and described as single-family residential lots. No lot may be improved, used, or occupied for other than private residential purposes.
2. “Short-term rental” for these purposes means any leasing, subleasing, or renting period of less than six (6) consecutive months. No Short-term rentals are allowed.
3. Notwithstanding sub-Sections III.D.1 and 2 above, an Owner engaged in Short-term rental activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities for up to six (6) months from the date of recording of this Amendment.
4. All Owners leasing any Lot (Short-term or otherwise) shall submit a “tenant registration form” to the Association in a form approved by LFPOA no less than fourteen (14) days prior to the occupancy by a new tenant(s) or lessee(s). The Association may charge a reasonable review and processing fee of \$600, or such other amount as the Board deems reasonable. If an Owner fails to provide the “tenant registration form” to the LFPOA as outlined herein, the Association may declare the Owner in violation.
5. All leases must be in writing, with a copy provided to the Association upon request by the Association.
6. Any Owner who leases a lot shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder.
7. For any violation of this Section III.D., LFPOA may impose monetary penalties as established by the Board, in addition to other remedies available under the governing documents of LFPOA

and/or Alabama law, including legal and/or injunctive relief. All costs associated with enforcement for a violation shall be assessed or charged against the Owner and the subject property, including attorney's fees incurred by LFPOA.

8. No Grandfathering or Perpetual Rights. The temporary six (6) month allowance provided in sub-Section III.D.3 is a limited exception and does not create any vested right, permanent authorization, or grandfathering status for any member currently engaged in Short-term rental activities. Upon the expiration of the six (6) month grace period, all such activities must cease, and the Member must comply fully with the terms of this Amendment.

9. Lease Term Exception for Long-Term Tenancies with Month-to-Month Continuation. A Member may lease a Lot for a term of not less than six (6) consecutive months, provided that the written lease expressly states a minimum initial term of six (6) months. A lease that converts to a month-to-month tenancy only after the full completion of the initial six (6) month term shall not be deemed a Short-term rental for the purposes of this Declaration. Any lease that does not meet this minimum term requirement shall be considered a violation of Section III.D and subject to enforcement actions as outlined herein.

10. If there is a conflict between any portion of this Section III.D and the other sections of the Declaration, the Articles of Incorporation, the Bylaws, or the Rules of the Association, this Section shall control.

This Second Amendment to the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges of the Lake Forest subdivision was duly adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Lake Forest Property Owners Association, Inc.

By: \_\_\_\_\_  
Its President

ATTEST:

\_\_\_\_\_  
Secretary of LFPOA, Inc.