



RESTRICTIVE COVENANTS FOR FOGLE LAKE HOMEOWNERS ASSOCIATION

Section 1 Definitions

- a. *Front-* Facing the lake.
- b. *Front Property Line-* Property line closest to the lake.
- c. *Guest-* Anyone who does not reside in Fogle Lake neighborhood.
- d. *Outbuilding-* Any structure other than a dwelling, such as a tool shed, storage house, etc.
- e. *Property-* Any property located in Camp Branch Estates that is part of the Fogle Lake neighborhood; any property that enjoys the use of Fogle Lake, or whose front property line is the shoreline of Fogle Lake.
- f. *Rear-* Facing the road.
- g. *Rear Property Line-* Property line closest to the road.
- h. *Side Property Line-* Property lines running between the front and rear property lines.
- i. *Shoreline-* At the waterline of the lake; Synonymous with front property line.

Section 2. Application

This set of restrictive covenants applies to all property surrounding Fogle Lake in the Fogle Lake neighborhood, which is part of Camp Branch Estates near Saginaw, Alabama. They apply to all persons who own property in the Fogle Lake neighborhood, and all persons who enjoy the use of Fogle Lake.

Section 3. Dues

Dues will be assessed as established annually by two-thirds (2/3) vote of Fogle Lake Homeowners Association members. Payment of said dues shall be made by the 31st day of January each year. Fogle Lake Homeowners Association members whose dues are in arrears shall be denied voting privileges until dues are brought current. A late fee of \$25.00 will be assessed after March 31.

Section 4. Restrictive Covenants

Construction

- 1. Said property shall be used only for residential purposes, and not for any business or trade purpose. No more than one single-family dwelling may be erected upon any parcel of property. The minimum size of any parcel containing a dwelling shall be 3 acres, unless the written consent of Fogle Lake Homeowners Association its successors or assigns is obtained. Said dwelling shall have no less than 2,000 square feet of living space, and shall not exceed 2 1/2 stories in height.
- 2. No parcel of property shall be divided into tracts smaller than 3 acres without the written consent of Fogle Lake Homeowners Association its successors or assigns.
- 3. No building shall be erected, or shall remain on said property, within 150 feet of the rear property line, or within 75 feet of the front property line (shoreline), or within 10 feet of the side property lines of said property, except with written consent of Fogle Lake Homeowners Association, its successors or its assigns.



4. Before renovating, erecting or placing any building on the property, the property owner shall obtain the written consent of Fogle Lake Association for the construction plans, specifications and plat showing the proposed location of the structure.
5. When performing the construction or renovation of any building, work shall be performed diligently and continuously until completed. The exposed exterior of the building being constructed or renovated shall be completed within twelve (12) months.
6. Exposed exterior walls composed of the following materials shall be prohibited: Unfinished concrete block, asbestos shingles, sheet rock or similar materials, or imitation asphalt brick.
7. No outbuilding shall be constructed on the side of a dwelling, or between the dwelling and the front property line (shoreline). An outbuilding may be erected in the rear of a dwelling, no closer to the shoreline than the rear wall of the dwelling that faces the rear property line. The purpose of this rule is to maintain the aesthetic appearance of the waterfront (shoreline).
8. No fence shall be erected on the side of a dwelling, or between the dwelling and the front property line (shoreline). A fence may be erected in the rear of a dwelling, no closer to the shoreline than the rear wall of the dwelling that faces the rear property line. The purpose of this rule is to maintain the aesthetic appearance of the waterfront (shoreline).
9. Sewage disposal shall be made by septic tanks constructed and maintained in a manner satisfactory to the Alabama Board of Health. This method shall remain unless and until a municipal sewage system becomes available.
10. Fogle Lake Homeowners Association its successors or assigns reserves the right to grant rights- of-way to use all streets and roadways for the purpose of installing or maintaining utility services, including but not limited to electrical, telephone, water, sewer and gas services. Said installation and maintenance may include erecting and installing poles, wires, pipelines and other equipment, and trimming trees where necessary or advisable for safe operation.
11. No trailer, mobile home, tent, basement without a finished superstructure or other temporary living quarters shall be placed upon said property or used as a temporary or permanent residence. A reasonably attractive house trailer or mobile home may be so used for a maximum period of 1 year if the written consent of Fogle Lake Homeowners Association, its successors or assigns is obtained.

Lake Maintenance

12. No activity shall be conducted that constitutes a nuisance to any of the neighbors.
13. No firearms shall be discharged on the property, unless needed for self-defense against predators, to include wildlife and/or intruders.

14. The property owner bears the responsibility and agrees to prevent the development of any unclean, unsightly or unattractive condition of buildings or grounds that tend to decrease the beauty of their property or of the neighborhood.
15. No sign, bulletin or other board of any kind shall be placed or displayed on the property except "For Sale" or "For Rent" signs, which shall not exceed two (2) feet high by three (3) feet wide.
16. Littering in and around the lake is strictly prohibited. Property owners, other residents and guests shall take all reasonable steps to prevent the contamination of the lake with bottles, cans, paper products, styrofoam and all other types of trash, whether by littering, dropping, rolling or blowing into the water. No pipes or drains shall be installed that could drain into and pollute the lake.

Piers and Boathouses

17. No piers, boathouses, fences or obstructions of any kind shall be installed in the lake water or lake bed except as allowed by Paragraph 18 below.
18. No pier or boathouse shall be constructed, erected or placed in the lake water or lake bed unless the property owner of the land where it will be built obtains the prior written consent of Fogle Lake Homeowners Association, its successors or assigns. All new piers and boathouses shall be constructed of water-resistant pine or other water-resistant hard wood. They shall not extend more than twenty-five (25) feet from the shoreline into the lake. The design shall conform to the appearance of existing piers and boathouses. At all times after construction, they shall be kept neat and orderly.

Boating

19. The use of gasoline powered boat motors is prohibited. Only battery operated trolling motors shall be allowed. No boat shall be operated at speeds exceeding 15 miles per hour. No boat shall be operated on the lake between the hours of 10:00 PM and 6:00 AM. No exceptions shall be recognized unless written consent is obtained from Fogle Lake Homeowners Association, its successors or assigns.
20. Only the boats owned by property owners that are designated with the appropriate Fogle Lake Homeowners Association ownership stickers are allowed on the lake.
21. In order to preserve vegetation and trees near the shore, all boaters agree to use extreme caution and care when boating within 150 feet of the shoreline.

Guests

22. Guests are permitted to use the lake only with permission from, and direct supervision by a property owner. Such permission is allowed only on a daily basis. The property owner shall be responsible for all of the conduct, actions and safety of his or her guests at all times. The use of boats owned by guests is prohibited.

Pets

23. Animals or fowl are allowed except pigs, goats or chickens. Only one (1) horse per acre is allowed. Dog kennels are prohibited.

Violations of Covenants; Course of Action and Damages including Attorneys' Fees

- A. If any person violates or attempts to violate any of the restrictive covenants contained herein, Fogle Lake Homeowners Association, all residents and all property owners with similarly restricted property have the ability to initiate any proceedings at law or in equity to prevent further violations or attempts, and to recover damages, including attorneys' fees, for such violations or attempts.
- B. The person or persons who violate or attempt to violate any of these covenants shall receive written notice of the complaint by certified registered mail return receipt, email and phone. If within 10 days of receipt, the violator has not ceased the conduct in question, then Fogle Lake Homeowners Association its successors or assigns, a property owner or resident may initiate legal action as needed. Any person accused of violating these covenants should respond in writing within 10 days of receipt of said notice if they dispute that a violation has occurred. The mailing address for the Fogle Lake Homeowners Association is P.O. Box 242 Saginaw, AL 35137.
- C. Any and all legal expenses incurred as a result of a violation of these restrictive covenants shall be assessed against the property owner who is directly or indirectly responsible for the violation.
- D. If a court order or judgment overrules or invalidates any one of these restrictions, the other restrictions shall remain in full force and effect.
- E. All of the aforementioned restrictions constitute restrictive covenants running with the land. All deeds that hereafter convey said property are made subject to the restrictions listed herein.

Section 5. Changes and Amendments

Any changes made to this document must be approved by two-thirds (2/3) majority vote. Any property owner wishing to ask for exceptions to these covenants may do so by submitting a written request to the President of the Fogle Lake Homeowners Association for consideration by two-thirds (2/3) majority vote of the members.

Approved by a two-thirds (2/3) majority vote of the members of Fogle Lake Homeowners Association on this the 13th day of Nov, 2015.

By: _____

JD King
President
Fogle Lake Homeowners Association

Dot Crim

Dot Crim
Secretary & Treasurer
Fogle Lake Homeowners Association

DAVID WILLIS

Property Owner(s) *Print Neatly Please*

116 SHADY LAKE TRAIL

Address

Don Weems

Property Owner(s) Signature

Larry E. Mitchell

Property Owner(s) *Print Neatly Please*

250 CARRIAGE LANE

Address

Larry E. Mitchell

Property Owner(s) Signature

FLORENCE T. PETERS

Property Owner(s) *Print Neatly Please*

304 CARRIAGE LANE

Address

Florence T. Peters

Property Owner(s) Signature

Joseph D. King

Property Owner(s) *Print Neatly Please*

300 CARRIAGE LANE ALABASTER AL 35007

Address

Joseph D. King

Property Owner(s) Signature

MICHAEL F. NEWELL

Property Owner(s) *Print Neatly Please*

306 CARRIAGE LANE, ALABASTER, AL 35007

Address

Michael F. Newell

Property Owner(s) Signature



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Dorothy A. Crim

Property Owner(s) *Print Neatly Please*

150 CARRIAGE LANE

Address

Dorothy Crim

Property Owner(s) Signature

Claude Farley Lavett Jr

Property Owner(s) *Print Neatly Please*

1174 Crosscut Rd

Address

Claude Farley Lavett Jr

Property Owner(s) Signature

WILLIAM H BRASHER

Property Owner(s) *Print Neatly Please*

106 SAWMILL ~~TR~~ TRACE

Address

William H Brasher + Jane Brasher

Property Owner(s) Signature

Kathy Shuleva

Property Owner(s) *Print Neatly Please*

102 Sawmill Tr. Rd., Alabaster, AL

Address

Kathy Shuleva

Property Owner(s) Signature

x Mike Fogle

Property Owner(s) *Print Neatly Please*

356 CROSSCUT ROAD

Address

x Mike Fogle

Property Owner(s) *Signature*



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