

1695471

STATE OF ALABAMA

COUNTY OF BALDWIN

SHERWOOD SUBDIVISION

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made as of this the 1st day of May, 2018, by Gulf Beach Investment Company of Perdido, LLC, a Florida limited liability company (hereinafter "Declarant"), and is joined in by DSLD HOMES (GULF COAST), LLC (hereinafter "DSLD") as the Owner of certain of the Property as that term is hereinafter defined.

THIS AMENDMENT AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is being made to subject additional Phases of the Sherwood Subdivision to the Covenants and to more fully set forth Covenants and Restrictions for the Sherwood Subdivision.

WHEREAS, Declarant and DSLD (GULF COAST), LLC are the Owners of the following described real property, to-wit:

All of Sherwood Subdivision, Phase One, City of Foley, Alabama, as shown on Slide 2576-E in the Official Records of the Judge of Probate of Baldwin, Alabama

All of Sherwood Subdivision, Phase One-B, City of Foley, Alabama, as shown on Slide 2591-C in the Official Record of the Judge of Probate Baldwin, Alabama

All of Sherwood Subdivision, Phase Two, City of Foley, Alabama, as shown on Slide 2620-B in the Official Record of the Judge of Probate Baldwin, Alabama

(herein collectively referred to as the "Property") and also as shown by the map or plat thereof in the Officials Records of the Office of the Judge of Probate of Baldwin County, Alabama, at Instrument 1600651, Instrument 1623491 and Instrument 1670653, respectively, hereinafter these three plats are collectively referred to as the "Plats"; and

WHEREAS, Developer has subdivided and improved the Property and has created the Sherwood Subdivision (herein the "Subdivision"), and to provide for the preservation of values and amenities in the Subdivision and to thereby advance the general welfare of the community; and to that end to place certain beneficial restrictions upon the Property for the purposes of insuring that the Property will be used for its intended purposes as set

forth herein and to prevent nuisances and impairment of the attractiveness of the Subdivision, and thereby to secure to the Owner of each Lot the full benefit and enjoyment of his home with no greater restriction on the free and disturbed use of his Lot than is necessary to insure the same advantages to the Owners; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities of the Subdivision to create a nonprofit corporation, which shall have the power to manage, maintain and care for the Common Elements and all other power and duties set forth herein; and

WHEREAS, for the purpose of exercising said functions, Declarant has incorporated under the laws of the State of Alabama the Sherwood Property Owners' Association, Inc., a nonprofit corporation (the "Association"), which shall be the homeowners association with respect to the Subdivision within the meaning of Sec. 528 of the United States Internal Revenue Code (herein "Code"), and the Regulations thereunder; and

NOW, THEREFORE, Declarant hereby declares that the real estate described in herein as the Property located in Baldwin County, Alabama, along with any additional real estate subsequently submitted to this Declaration as provided herein, shall be held, transferred, sold, conveyed, possessed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I USE OF LOTS AND PROPERTIES - PROTECTIVE COVENANTS

The Subdivision (and each lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1.1 Residential Lots:

All lots within the Subdivision shall solely be used, known and described as single-family residential lots, and shall be used for single-family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling and, if any, customary and usual accessory structures. No building or structure intended for or adapted to business purposes, shall be erected, placed permitted or maintained. This covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Subdivision, except that DSLD Homes (Gulf Coast), LLC, shall be allowed to own and operate a model home.

Section 1.2 General Restrictions:

Each lot shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and

maintenance of the Subdivision:

a. Architectural Approval Required: No dwelling, accessory structure or fence shall be erected or maintained on any lot until the building plans and specifications for same and a plot plan showing the proposed location of the same have been approved by the Declarant, or a representative designated by it, as provided herein, and specifically in paragraph "c" below. This section shall be applicable to initial construction and to any subsequent alterations, changes and/or additions. DSLD Homes (Gulf Coast), LLC, shall have unrestricted architectural approval on all lots owned by DSLD, without further approval required, subject only to these covenants and restrictions.

b. One Structure Per Lot: No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed 2 ½ stories in height, with a private garage as provided below.

c. Architectural Standards:

(1) Front of dwelling: All dwellings shall be constructed to front on the street on which the lot fronts unless any lot in question fronts on two streets in which case the dwelling constructed on such lots shall as the Declarant, or a representative designated by it, may approve. All dwellings are approved for either a front and/or side entry garage.

(2) Front Setback: All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Declarant, the City of Foley, or a representative designated by either.

(3) Side Setbacks: No dwelling or accessory structure shall be erected or maintained nearer to the side line of any lot as may be required by the City of Foley. Building setbacks are not to exceed 10' either side, 30' front and 30' rear and/or 30' side street.

(4) Minimum Size: The floor area (that enclosed for heating and /or air conditioning) of any living unit shall be not less the 1600 square feet.

(5) Exterior finish: All dwellings shall be constructed of approved material including stucco, brick, Hardie board (or general equivalent), dimensional shingles, vinyl windows, vinyl fascia, vinyl soffit, vinyl porch ceilings, vinyl chimneys, and fiberglass doors, or such other materials as may be approved by the Declarant. Roofs shall be of architectural shingles. In no event shall any used building be moved onto any lot.

(6) Roof Pitch: A minimum roof pitch of 7/12 (7" rise per foot of run) shall be required on one story homes (excluding porches, patios and breezeways). A minimum roof pitch of 6/12 (6" rise per foot of run) shall be required on two story houses (excluding porches, patios, and breezeways) unless otherwise approved by the Declarant, or designated representative.

(7) Garage Door: The garage door of any house or residence within the Subdivision may be front or side entry.

(8) Driveways: All driveways shall be entirely of concrete and shall be paved before any residential living unit may be occupied.

(9) No window or wall type air conditioner or heater shall be permitted to be used, erected, placed or maintained on or in any living unit.

(10) Mailboxes shall be uniform style, or as approved by the Developer. DSLD Homes (Gulf Coast), LLC, shall choose the style and material of mailboxes at its sole discretion for all lots owned by DSLD Homes (Gulf Coast), LLC.

(11) Landscaping: Each lot on which a living unit is constructed shall have landscaping done in accordance with preliminary drawings approved by the Developer prior to commencement of work. Landscaping of a lot shall be completed within ninety (90) days after the date on which the living unit is substantially complete and a certificate of occupancy is issued. Lot owners shall preserve, keep and maintain the landscaping, including all sodded areas, in a healthy and attractive condition. DSLD Homes (Gulf Coast), LLC, shall install landscaping at its sole discretion on all lots owned by DSLD Homes (Gulf Coast), LLC.

(12) Exterior Structures Require Approval: No exterior outbuilding, shop, or storage of any items of any kind shall be permitted, except with prior written approval and authorization of Declarant.

(a) An auxiliary structure of similar construction and aesthetic harmony is allowable with approval of Declarant as described herein. Said structure shall not be larger than 180 s.f., with side walls not taller than 8 ft. Said structure must be screened with a 6 ft. privacy fence in rear of yard within 30 days of initiation of construction. Roof of said structure must be covered with asphalt shingles typical of the main structure (i.e., Weathered Wood)

(b) Any such storage that is approved or otherwise authorized shall also be located in areas attractively screened or concealed (subject to all required approvals) from view from neighboring property, living

units, pathways, and streets. Declarant reserves the right of full and total approval, in the sole discretion of Declarant.

(13) Fences and Other Exterior Structures: Where a wall, fence, planter, hedge or other screening material is approved by the Developer, or by a designated representative, the following shall apply:

(a) No wall, fence, planter, hedge or other screening material in excess of 2 ½' high shall be erected or maintained nearer to the front lot line than the front building setback line, nor on the corner lots nearer to the side lot line than the building setback line parallel to the side street.

(b) No rear or side fence, wall, hedge or other screening material shall be more than six (6') feet high.

(c) All fences shall be limited to rear yards only and constructed of wood.

(d) DSLD Homes (Gulf Coast), LLC, shall be allowed to place fencing at its sole discretion without prior review or approval.

(14) Satellite Dishes: Satellite dishes shall be installed in the rear only and any television dishes that are larger than 18 inches in diameter must not exceed fence height and shall be screened from street view.

d. Duration of Construction: All houses and structures permitted shall be completed within nine (9) months from date of commencement of construction and all temporary structures shall be removed unless otherwise extended by the Developer, or designated representative thereof. No structure shall be occupied unless and until the premises are connected in a proper way with the public sewage system. No building material of any kind or character shall be stored upon the lot until the Owner is ready to commence improvement.

e. Occupancy Limitation: Each residential living unit may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

f. No Subdivision of Lots: None of the lots shall be subdivided into smaller lots.

g. Domestic Pets Only: 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 provided that they are not kept, bred, or maintained for any commercial purpose nor allowed to roam freely throughout the subdivision.

h. Prohibition Against Nuisance: No noxious or offensive act or activity shall be allowed upon any lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

(1) No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

(2) 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 any lot.

(3) No owner shall permit anything or condition to exist upon any lot, which shall induce, breed, or harbor plant disease or noxious insects.

i. Limitation on Signage: No sign shall be erected or maintained on any lot except a "for sale" sign which sign shall not exceed six (6) square feet in size, or a sign owned by the Declarant. DSLD Homes (Gulf Coast), LLC, shall be allowed to place signage at the entrance, common areas, and model home without restriction.

J. Storage Prohibited:

(1) This provision shall apply, without limitation, to woodpiles, camping trailers, boat trailers, travel trailers, boats, mobile homes, and un-mounted pick-up camper units.

(2) No trailer or residence of a temporary character shall be permitted.

(3) No house trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored or parked on any lot except in a closed garage or completely screened behind a six foot wooden privacy fence.

(4) Storage of commercial transport or delivery vehicles including, but not limited to, tractor trailers and heavy equipment are strictly prohibited. No vehicle of any size which transports inflammatory or explosive cargo may be kept, parked or stored.

(5) Additionally, without limitation, no automobile, truck or other vehicle, regardless of ownership, age, condition, or appearance shall remain on any lot in any manner which could be construed as being

stored, neglected, abandoned, or otherwise not in frequent use, except pursuant to written approval and authorization of the Developer.

k. On Street Parking: On street parking is restricted to approved deliveries, pick-ups, or short-time guests and invitees, and shall be subject to such reasonable rules and regulations as shall be adopted by Developer and the City of Foley. No overnight parking on streets is permitted.

l. Maintenance - General: Each owner of any lot or residential unit shall have the duty and responsibility to keep his/her property including Permanent Improvements and grounds in connection therewith and including any landscaped area located within the public street or right-of-way immediately adjacent to such property in a well maintained, safe, clean and attractive condition at all times.

A lot or any portion of any lot that is exposed to the public view must be maintained by the property owner in a neat and orderly fashion. In the event of non-compliance with this restriction, the Declarant and/or the Sherwood Property Owners' Association, Inc., formed as of record at Instrument 1601583 of the official records of the office of the Judge of Probate of Baldwin County, Alabama (the "POA"), has the right to cause this maintenance to be done at the expense of the property owner, and reserves all rights and remedies including lien rights to secure payment for this work by the property owner, or others in rightful possession.

Such maintenance includes, but is not limited to, the following:

- i. Keeping all improvements, parking areas, driveways and roads in good repair.
- ii. Repainting of Permanent Improvements, where applicable.
- iii. Repair of exterior damage to Permanent Improvements.
- iv. Keeping exterior lighting and mechanical facilities in good working order
- v. Keeping all lawn, garden and green areas alive and attractive; properly mowed, trimmed, watered and fertilized; and free of weeds and vegetation destroying insects.

m. Maintenance - Landscaping: Each lot owner shall mow and maintain the landscaping and vegetation on his lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) day's prior written notices an owner shall fail to

- (1) control weeds, grass and /or other unsightly growth;
- (2) remove trash, rubble, building and construction debris; or
- (3) exercise reasonable care of conduct to prevent or remedy an unclean, untidy or unsightly condition

then the Declarant shall have the easement, authority and right to enter onto said lots for the purpose of mowing and cleaning said lot and shall have the authority and right to assess and collect from the lot owner a reasonable fee for mowing and cleaning said lot on each respective occasion of such mowing and cleaning. The assessments, together with such interest and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be a continuing personal obligation of the owner of such lot(s) at the time of the assessment, and all subsequent assessments. The lien securing any such assessment shall be subordinate and inferior to those with a superior priority.

n. Exemptions: Activities by the Declarant, carried out in the regular pursuit of construction, maintenance and sales within the Subdivision, are specifically exempted from the provisions of this section. Said exemption shall end when all development activities, including sales by the Declarant are completed. DSLD Hornes (Gulf Coast), LLC, shall be allowed to operate a model home/sales center for so long as DSLD Hornes (Gulf Coast), LLC, owns a lot in Sherwood Subdivision, including that lot on which the model sits.

o. Enforcement: The duties for enforcement of this Declaration including the approvals required by Section 1.2(c) shall be made by the Declarant until such time that a Board of Directors is appointed for the Association. Upon such appointment, the Association shall be vested with the authority to issue the approval required by Section 1.2. The Association may form committees as necessary to carry out the duties required by Section 1.2.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Duration:

The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Declarant, or a designated representative, and/or the owner of any land subject to this Declaration, their respective legal

representatives, heirs, successors, and assigns, for a term of 25 years from the date that this Declaration is recorded, after which time the Covenants and Restrictions shall be automatically extended for successive periods of 10 years unless an instrument which contains and sets forth an agreement to abolish the Covenants and Restrictions is signed by 70% of the lot owners of record of the Subdivision at the time of execution, and recorded in the Real Property Records of Baldwin County, Alabama; provided, however, no such agreement (where approved by less than 95% of the lot owners of record of the Subdivision) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolition.

Section 2.2 Amendments:

Notwithstanding anything hereinabove, these restrictions, covenants and conditions may be amended and/or changed in part as follows:

These covenants and restrictions may be amended or changed upon the express written consent of at least 75% of the record owners of lots in the Subdivision, provided however, that these restrictions cannot be altered in any way within a period of five (5) years from the date hereof, except by the Declarant, and then only with the approval of 50% of the record owners of lots in the Subdivision. Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amend these covenants and restrictions for a period of five years from date of execution of these restrictions so long as the Declarant obtains the written consent of DLSD (GULF COAST) HOMES, LLC to any such amendment.

Any and all amendments shall be recorded in the Official Records of the Judge of Probate of Baldwin County, Alabama.

Section 2.3 Additions

Declarant reserves the right but shall have no obligation to add additional real property to the Sherwood Subdivision, and any additional property, if added, shall be subject to the rights, covenants, restrictions, affirmative obligations, and conditions set forth in this Declaration and all amendments thereto. The Declarant shall retain the right to add additional real property to this Sherwood Subdivision until the later of (a) such time that the Declarant records a written instrument relinquishing this right in the Office of the Judge of Probate of Baldwin County, Alabama or (b) the expiration of five (5) years from the date of execution of this Declaration.

Section 2.4 Enforcement:

a. Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these covenants and Restrictions; but failure by the Developer of any owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Enforcement of these covenants by the Sherwood Property Owners' Association, Inc. (the "POA"), as provided at Instrument 1601583 in the official records of the office of the Judge of Probate of Baldwin County, is specifically authorized. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

b. Each lot owner shall be entitled to be a voting member of the POA as provided in the By-laws of Sherwood Property Owners' Association, Inc. on the basis of one (1) vote per lot home, provided, however that for a period from January 1, 2017, through December 31, 2020, the Declarant, and/or its assigns, shall be exempt from the enforcement provisions of these Declaration of Covenants, Conditions and Restrictions, and shall be the sole enforcing agent with regard to the Declaration of Covenants, Conditions and Restrictions, as to Sherwood Subdivision. The POA, (all lot owners currently paying POA dues), along with the Declarant and/or its assigns, adhere to majority vote.

c. The POA shall have the right and duty to maintain the common areas, including but not limited to the landscaping, signage, and entryway. The POA shall have the authority, right and duty to make assessments as necessary to maintain said common areas.

Section 2.5 Easements:

The Declarant expressly reserves until itself, its successors and assigns, the following:

(a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs, and other related uses over, along, across and under the easements shown on the Plat for any lawful purpose.

(b) The right to grant easements and rights-of-way of ingress and egress and the right to grant easements for drainage, utilities, maintenance and repairs along, over, across and under the easements shown on the Plat to any person, firm, corporation, or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to use of and the right to grant easements and rights of use to any person, firm, corporation or entity for use of the streets, road ways, rights-of-ways, retention ponds, detention area and other common areas shown on the Plats. This reservation includes the express right to grant to an adjoining parcel of property the right to utilize the retention ponds and streets, right-of-ways and roadways on the Property and the Plats.

(d) The right to add one or more additional phases to the Sherwood Subdivision and to amend these covenants and restrictions as allowed by this Declaration.

All of the above rights and interests reserved by the Developer may be exercised by the Developer without the consent or concurrence of the Association or any other Member or Owner.

Section 2.6 Validity:

Violation of or failure to comply with these Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on or against and lot. Invalidation of any one (1) or more of these Covenants and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of the Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Foley, then such municipal requirements shall control.

Section 2.7 Headings, Gender and Number:

The headings contained in this Declaration are for reference purposes only and shall not in any way effect the meaning or interpretation of this Declaration. Words of gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice verse, unless the context requires otherwise.

Section 2.8 Notice to Owner:

Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person whose name appears on the Warranty Deed recorded in the Real Property Records of Baldwin County, Alabama.

Section 2.9 Notices to Mortgagees:

The holder(s) of a mortgage may be furnished with written notification from the Declarant of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation as established by this Declaration, provided that the Developer has been theretofore furnished, in writing, with the correct name and address of such mortgage holder and a request to receive such notification.

Section 2.10 Successors and Assigns of Declarant:

Any reference in this Declaration to Declarant shall include any successor or assign of any rights and powers of Declarant hereunder.

Section 2.11 Limitation of Liability:

In the absence of gross negligence or willful misconduct attributable to Declarant or its successors or assigns, neither Declarant nor its successors or assigns shall have any liability arising out of the performance or nonperformance of any of the rights and powers reserved unto Declarant, its successors or assigns pursuant to this Declaration.

Section 2.12 Disputes:

Matters of dispute or disagreement between lot owners with respect to interpretation or application of the provisions of the Declaration shall be determined by the Declarant, so long as Declarant shall have rights as provided herein, whose determination shall be final, binding and conclusive upon all owners and other interested parties.

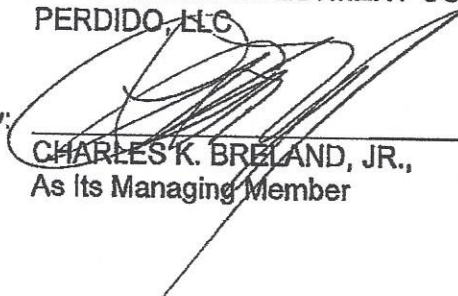
This Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby joined in by DSLD (GULF COAST), LLC who is the owner of certain portions of Phase Two Sherwood, and who by joining in submits its interest in the Property to the terms of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, we set and subscribe our signatures on this the 13
day of ~~April~~ ^{May}, 2018.

DECLARANT:

GULF BEACH INVESTMENT COMPANY OF
PERDIDO, LLC

By:

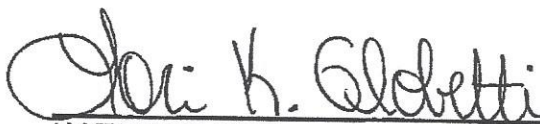

CHARLES K. BRELAND, JR.,
As Its Managing Member

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that CHARLES K. BRELAND, JR., whose name as Managing Member of GULF BEACH INVESTMENT COMPANY OF PERDIDO, LLC, 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 said conveyance, he, as such Managing Member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal on this the 1st day of May, 2018.



NOTARY PUBLIC

My Commission Expires:



LORI K. GLOBETTI
My Commission Expires
May 11, 2019

JOINDER IN AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby joined in by DSLD (GULF COAST), LLC who is the owner of certain portions of Phase 2 Sherwood, and who by joining in submits its interest in the Property to the terms of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, we set and subscribe our signatures on this the 30 day of April, 2018.

DSLD HOMES (GULF COAST), LLC
a Delaware Limited Liability Company

By:

Jeffery P. Purpera, Jr.
As Its Agent

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned authority, a Notary Public, within and for said County and State, hereby certify that Jeffery P. Purpera, Jr., whose name as Agent of DSLD HOMES (GULF COAST), LLC, 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 said conveyance, he, as such _____ and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said company.

Given under my hand and seal on this the 30 day of April, 2018.



Darla Bourgeois
NOTARY PUBLIC
My Commission Expires At Death