

Watercress

“The Springs” – Phase I

Declaration of Protective Covenants and Restrictions

Watercress Properties, L.L.C.

Athens, Limestone County, Alabama

January 10, 2006

TABLE OF CONTENTS

Definitions.....5

1.	Amendment.....	5
2.	Architectural Review Committee.....	5
3.	Board or Board of Directors.....	6
4.	City.....	6
5.	Common Area.....	6
6.	Declarant.....	6
7.	Declaration.....	6
8.	Easement.....	6
9.	Lot.....	6
10.	Mortgage.....	6
11.	Owner.....	6
12.	Person.....	6
13.	Streets.....	6
14.	Tenant.....	7
15.	Unit.....	7
16.	Utility System.....	7

I. Architectural Control.....7

1.	Architectural Control.....	7
2.	Architectural Review Committee Waiver.....	7
3.	Basis for Disapproval of Plans.....	7
4.	Construction and Modifications.....	8
5.	Failure to Obtain Approval.....	8
6.	Inspection Rights.....	9
7.	Liability.....	9
8.	Retention of Copy of Plans.....	9
9.	Rules of Architectural Review Committee.....	9

II.	General Provisions	10
1.	Adjoining Property.....	10
2.	Building Replacement.....	10
3.	Building Type.....	10
4.	Construction Quality.....	10
5.	Construction Period.....	10
6.	Court Action.....	10
7.	Duration.....	10
8.	Effect of Violation on Mortgage Lien.....	10
9.	Fill Dirt.....	11
10.	Leasing of Lots.....	11
11.	Leasing Restrictions.....	11
12.	Lot Purchases.....	11
13.	Maintenance Easement.....	11
14.	Minimum Structure and Size.....	11
15.	Non-Construction Period.....	11
16.	Placement of Homes.....	12
17.	Prefab Homes.....	11
18.	Residential Lots.....	12
19.	Sale of Underdeveloped Lots by Declarant.....	12
20.	Slab Foundations.....	12
21.	Storage Buildings.....	12
22.	Subdivision of Parcels.....	12
23.	Temporary Structures.....	12
24.	Tenants.....	12
25.	Trash Dumpster.....	12
26.	Under Ground Wiring.....	12
27.	Utility Lines.....	13
III.	Owner's Rights	13
1.	Owner's Easements of Enjoyment.....	13

IV.	Architectural and Landscaping Standards.....	13
1.	Alteration of Waterfront Lots.....	13
2.	Antennas.....	13
3.	Architectural Accents and Exterior Trim Colors.....	14
4.	Architectural Approval.....	14
5.	Builders and Contractors.....	14
6.	Detached Garages.....	14
7.	Drainage Systems.....	14
8.	Driveways.....	14
9.	Garage.....	14
10.	House Address Number Insert.....	14
11.	Individual Insurance.....	14
12.	Irrigation.....	15
13.	Lakes and Bodies of Water.....	15
14.	Liability.....	15
15.	Mailboxes.....	15
16.	Pets.....	15
17.	Plans.....	15
18.	Pools.....	16
19.	Roofs, Eaves, Gutters.....	16
20.	Setbacks.....	16
21.	Sidewalks.....	16
22.	Solar Collectors.....	16
23.	Storage Buildings.....	16
24.	Telephone.....	16
25.	Trees and Shrubbery.....	16
26.	Utility Meters.....	16
27.	Vegetable Garden.....	16
28.	Water and Sewer.....	16
29.	Window Air Conditioners.....	16
30.	Windows and Exterior Doors.....	17

Watercress Protective Covenants

RLPY 2006 1816

- A. This declaration of protective covenants and restriction is made this 10th day of January, 2006, by Watercress Properties, L.L.C., hereinafter referred to as "Declarant", who represents Watercress Properties, L.L.C. as the sole owner and title holder of the above captioned Subdivision which is located in Athens, Limestone County, Alabama and filed in Plat Book "6", page 306, in the Office of the Judge of Probate of Limestone County, Alabama as the Watercress Subdivision, Phase I named The Springs, hereinafter shown as the "Property".
- B. Declarant desires to provide for the preservation and enhancement of the Property and the present and future improvements thereon and to accomplish such objectives. Declarant desires to subject the Property together with such improvements and additions as may later be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of each Owner of a Lot in the Property. Now, therefore, Declarant does subject property to the covenants and restrictions contained herein, and to all the provisions of this Declaration of Protective Covenants and Restrictions, hereinafter referred to as "Declaration".
- C. This Declaration shall apply to the Property and at the sole option and discretion of Declarant, to subsequent phases. If applied to subsequent phases, the same Association shall control all subsequent phases and the number of lots in subsequent phases shall be added to the Watercress subdivision for both purposes and requirements of the Association and this Declaration.
- D. These covenants shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Each restriction may be amended at any time by an instrument signed by fifty one percent (51 %) members of the Association (and approval of the Declarant) agreeing to change said covenants in whole or in part.

DEFINITIONS

- (1) "Amendment" shall mean and refer to any additions, deletions, or changes to these covenants and restrictions made by the Declarant and filed with the Office of the Judge of Probate of Limestone County, Alabama. Declarant may cede his Amendment power to the Association at any time, but is not required to do so until he has divested himself of all Property in The Springs or Property in subsequent phases.
- (2) "Architectural Review Committee" or "ARC" shall mean a committee of three (or more) individuals, appointed by the Declarant, whose duty and authority is to approve or disapprove all construction and initial landscaping on any and all lots within the Property. Declarant shall retain the right to appoint ARC members so long as he holds title to any lot within the Property or subsequent phases. This right will pass, automatically, to the Association's Board of Directors

upon Declarant's sale of all lots within the Property or subsequent phases.

- (3) "Board" or "Board of Directors" shall mean and refer to the body elected to the Watercress Property Owners Association to direct the management affairs of the Association and to exercise the powers of the Association, except where such powers are specifically reserved to the members or voting Members.
- (4) "City" shall mean and refer to the City government and its regulatory departments of Athens, Limestone County, Alabama.
- (5) "Common Area" shall mean and refer to all real property including lakes, ponds, streams and the (improvements related thereto) which are owned initially by the Declarant and subsequently by the Watercress Property Owner's Association for the benefit of the Owners. The common areas in Phase I shall be owned by the Association at the time of conveyance of the First Lot in Phase I including drainage easements and retention areas shown on the Plat, road medians, landscaping islands, entranceway areas and signs relating to the Property, if any. Common areas in subsequent phases are conveyed to the Association upon conveyance of the first lot in that phase.
- (6) "Declarant" shall mean Watercress Properties, L.L.C., 605 East Pryor Street, Athens, Alabama, 35611, and its successors and assigns.
- (7) "Declaration" shall mean this Declaration of Covenants and Restrictions for the Watercress subdivision as it may be amended from time to time.
- (8) "Easement" shall mean designated areas within the boundary of lots for the placement and maintenance of utilities or for access and egress to the common areas by other lot owners and their guests or for maintenance of the common areas by duly authorized personnel.
- (9) "Lot" shall mean and refer to the plot of land shown upon the Plat of the Development for all phases or upon the plat of additional properties subject to this Declaration or in the Development, with the exception of the Common Area.
- (10) "Mortgage" shall mean and refer to any bona fide mortgage encumbering a Unit as security for the performance of an obligation.
- (11) "Owner" shall mean and refer to the owner of record of a Lot within the Property and all improvements thereon. Owner shall hold title to the Lot and Owner shall not refer to those having an interest in the Lot merely as security for the performance of an obligation. The term Owner shall also include the Declarant. If a lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.
- (12) "Person" means a natural person, a corporation, a limited liability company, a partnership, a limited liability partnership, a trustee, or any other legal entity.
- (13) "Streets" shall mean Watercress, Carillon, Windermere Drive and other streets constructed in subsequent phases and their right of way outside the curbs. The Streets are owned, policed, and maintained (after one year) by the City of Athens and is available for prudent and safe use by the public.

- (14) "Tenant" shall mean and refer to any member of the public and their families and/or invited guest who are occupying the Lot under a rental agreement with the Owner.
- (15) "Unit" shall mean the improvements constructed on a Lot.
- (16) "Utility System" shall mean and refer to the pipes, sewers, main collectors, conduits, lines and appurtenant access ways and facilities located outside the Boundary of any Lot or Unit and used in connection with sewage disposal, water supply or with the furnishing of electricity, garbage collection service, telephone service, natural gas, cable television and all other related services.

ARTICLE I

ARCHITECTURAL CONTROL

- (1) ARCHITECTURAL CONTROL: In order to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the ARC a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the ARC, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions. The site plan can be a sketch, in nature, but must be dimensionally correct so as to define the structure and lot relationships including the driveway. No construction shall begin until the ARC approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for alterations, additions or other type construction not covered by the original approval.

The ARC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of this committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members serve in an advisory function and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the ARC and each of its members on account of activities of the committee relating to such owner's property or buildings to be constructed on his or her property.

- (2) ARCHITECTURAL REVIEW COMMITTEE WAIVER: In the event that a violation of any of these restrictions shall inadvertently occur, which violations shall not be of such nature to defeat the intent and purpose of these covenants, the ARC shall in its sole judgement and discretion, have the right and authority to waive such a violation, but such waiver shall not be deemed to be a waiver of any future violations nor effect enforceability of these restrictions.
- (3) BASIS FOR DISAPPROVAL PLANS: The ARC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:
- (a) Failure of such plans or specifications to comply with any of the Restrictions;

- (b) Failure to include information in such plans and specifications as may have been reasonably requested;
- (c) Objection to the exterior design, appearance or materials of any proposed Structure;
- (d) Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;
- (e) Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;
- (f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any parcel;
- (g) Objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure;
- (h) Failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the parcel: or
- (i) Any other matter, which, in the judgment of the ARC, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the ARC in which event the extended time period shall be applicable.

In any case where the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

- (4) CONSTRUCTION AND MODIFICATIONS: No construction, modification, alternation or improvements of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Unit, shall be undertaken with respect to an Unit unless and until a plan of such construction or alteration shall have been approved in writing by the Declarant or the ARC. No owner may paint or alter the exterior of his Unit, including doors and windows, except in accordance with the provisions hereof. The plan submitted to the Declarant or the ARC for approval shall include the construction plans and specifications including proposed landscaping, a drawing showing a rendering of all proposed improvements and such other items as Declarant or the ARC may deem appropriate. No construction on any Unit shall be commenced and no Unit shall be modified except in accordance with a plan, which has been approved by the Declarant or the ARC based upon compliance with the provisions of this Agreement, the quality of workmanship and materials, harmony of the external design with surrounding structures, the effect of the construction on the outlook from surrounding property and Units, and all other factors, including purely aesthetic considerations, which in the sole opinion of Declarant or the ARC will affect the desirability or suitability of the development.
- (5) FAILURE TO OBTAIN APPROVAL: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the ARC pursuant to the provisions of this Article II, such alterations, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article II, and without the approval required herein, and, upon

written notice in form approved by the ARC, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If thirty (30) days after the notice of such a violation the owner of the parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Declarant or the Association shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to extinguish such violations and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section (5) shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Limestone County prior to recordation of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).

- (6) INSPECTION RIGHTS: Any agent of the Declarant, the ARC or the Association may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the Declarant, the ARC or the Association nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- (7) LIABILITY: Approval by the Declarant or the ARC of an application by an owner shall not constitute a basis for any liability of the Declarant or the ARC for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements. Declarant and the ARC are in no way responsible for regulatory authority permits.
- (8) RETENTION OF COPY OF PLANS: Upon approval by the ARC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.
- (9) RULES OF ARCHITECTURAL REVIEW COMMITTEE: The ARC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on parcels, including, without limitations, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ARC at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the ARC to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ARC's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any parcel of any plans or specifications shall both be deemed a waiver of the ARC's right, in its discretion, to disapprove such plans or specifications or any of the features or elements are subsequently submitted for use on any other parcel or parcels. Approval of any such plans and specifications relating to any parcel, however, shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, provided, (a) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions, and (b) that the plans and

specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on a uses of the parcel in question.

ARTICLE II

GENERAL PROVISISONS

- (1) **ADJOINING PROPERTY:** Nothing contained herein, nor the development of the Property, shall preclude, or be interpreted to preclude, Declarant's right and ability to develop and use land adjoining or near The Springs at Watercress, without restriction, for any purpose or use permitted by the City of Athens, Alabama.
- (2) **BUILDING REPLACEMENT:** These restrictions shall apply to any building originally constructed on each lot within the subdivision, any building or structure moved onto the lot, or to any replacement of any building or structure, or any addition thereto. If any building should be torn down or destroyed for any reason whatsoever, the building to be erected in its place shall likewise comply with all the provisions of these restrictions.
- (3) **BUILDING TYPE:** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. Exceptions are model homes used for marketing homes and structures used as offices for homebuilders.
- (4) **CONSTRUCTION QUALITY:** All construction shall be conventional on-site construction, consisting of new materials. Construction must substantially comply with the latest code of the National Bureau of Fire Underwriter's, National Plumbing Code, National Electrical Code, and all codes and building requirements of the City of Athens, Alabama. Construction that does not conform in character and comparative quality with the rest of the subdivision will not be allowed. The use of concrete blocks or of asbestos shingles as outside finish will not be permitted, nor will exposed concrete block foundations be permitted.
- (5) **CONSTRUCTION PERIOD:** The construction of any residence shall be completed within one (1) year from the beginning of construction thereof, the intent hereof being that no incomplete or partially completed residence shall be allowed to stand for more than one (1) year in its incomplete or partially completed state. Commencement shall mean the digging and pouring of the footing for the foundation.
- (6) **COURT ACTION:** The invalidation of any or more of the covenants herein contained by decree or judgment of any Court shall in no way affect the provisions remaining, each provision hereof being separate and severable, said remaining provisions to remain in full force and effect during the term hereof.
- (7) **DURATION:** The protective Covenants and Restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Lots and the Units and shall insure to the benefit of and be enforceable by the Declarant, the Association, and the owners of units and their legal representatives, heirs, successors and assigns.
- (8) **EFFECT OF VIOLATION ON MORTGAGE LIEN:** No violation of any of these restrictions shall

defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Watercress subdivision and its subsequent phases; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of the Watercress subdivision and subsequent phases.

- (9) **FILL DIRT:** Fill dirt has been added to certain lots. Owners and builders are advised of this and obligated to determine the sufficiency of this and are obligated to determine the sufficiency of the compaction and condition of the dirt of each lot for purposes of determining requirements for safe and sufficient construction of foundation and structures.
- (10) **LEASING OF LOTS:** "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (11) **LEASING RESTRICTIONS:** In order to preserve the private nature of the Watercress subdivision, leasing of all or any portion of a Residential Lot to anyone other than an Owner without the prior written approval of the Board of Directors and or Declarant is prohibited. Notwithstanding the above, Lots may be leased and subleased to the Declarant and Declarant may lease or sublease Lots without restrictions.
- (12) **LOT PURCHASES:** The Declarant has selected a group of builders who have the exclusive right to build all houses at The Springs, Phase I. The Declarant has the right to remove a builder or add additional builders to this list at any time. A new builder must be a current member of the Limestone County Builders' Association and submit an application to the Declarant. The Declarant and members of the ARC will consider the builders' qualifications.
- (13) **MAINTENANCE EASEMENT:** There is hereby created, granted and reserved to the owner or owners of each lot in the Watercress and its additions, a license and right of entry across contiguous lots as reasonably may be needed to maintain and repair such owner's home. The lot owner making use of such easement across the adjoining lot shall be responsible for any and all damage to the adjoining lot caused during such access.
- (14) **MINIMUM STRUCTURE AND SIZE:** All homes shall contain no less than eighteen hundred (1,800) square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, basement area, terraces, carports, attics, screened or unscreened porches, patios, decking, and covered walkways, breezeways, and other similar areas. Two-story dwellings shall have not less than eighteen hundred (1,800) square feet in ground floor living with no less than two thousand (2,000) square feet in total living area. All homes shall have an attached garage adequate for at least two (2) automobiles with a walk through door. All garages shall be equipped with a garage door and an automatic garage door opener. The enclosure of a garage shall not be permitted.
- (15) **NON-CONSTRUCTION PERIOD:** If no construction has begun on a lot after one (1) year from the date of purchase, the Declarant, with thirty (30) days written notice to the Owner of Record, reserves the right to exercise an option at his choosing to purchase said lot at eighty (80%) percent of the original purchase price.

- (16) **PLACEMENT OF HOMES:** The Declarant is not responsible for the placement of homes on lots. Placement is the responsibility of the homeowner and or the builder. The Declarant does not accept any liability herein.
- (17) **PREFAB HOMES:** No modular prefabricated, or manufactured homes shall be permitted on a lot unless approved by the Declarant. The purpose of this restriction is not to discourage appropriate prefab homes, but to deter prefab homes of lower quality that do not conform to the character and comparative quality with the rest of the subdivision.
- (18) **RESIDENTIAL LOTS:** All lots include within the real estate to which these restrictions pertain shall be used as residential lots.
- (19) **SALE OF UNDEVELOPED LOTS BY DECLARANT:** It is understood that the Declarant may sell one or more lots within the Watercress subdivision and its additions without any obligation to construct a house or other dwelling thereon. Nothing in this instrument shall be construed or implied so as to prevent the Declarant from selling such lots within the Watercress subdivision and its additions.
- (20) **SLAB FOUNDATIONS:** Slab foundations are permitted, however they must be three (3) concrete blocks in height.
- (21) **STORAGE BUILDINGS:** Storage buildings and the like must be located at rear of parcel and conform and blend with the main dwelling in type and appearance. The ARC must approve all storage buildings.
- (22) **SUBDIVISION OF PARCELS:** None of the lots platted in the above referred to subdivision shall be subdivided, and not more than one dwelling, for the use of one family only, shall be erected on any one of the lots as platted. Adjoining property owners may readjust sideline between lots, provided the readjustment does not decrease the area of any lot more than ten (10) percent. Any readjustment of sidelines decreasing the area of any lot more than ten (10) percent must be approved in writing by the Declarant. All lot reductions must meet the minimum lot size required by the City of Athens.
- (23) **TEMPORARY STRUCTURES:** No mobile home, garage, or other outbuilding erected or located upon said above subdivision shall be used as a residence at any time, temporary or permanent, nor shall any residential dwelling or building of temporary character be permitted. No mobile home shall be allowed on the premises.
- (24) **TENANTS:** It shall be the responsibility of each Owner to insure that any tenant of any lot, which is owned by him receives a copy of these restrictions and that every lease utilized by such Owner contain a provision therein stating that every tenancy is subject to all of the terms and conditions in this Declaration and for all costs of enforcing the same, including a reasonable attorney's fee and court costs.
- (25) **TRASH DUMPSTER:** It is the responsibility of the builder to have a trash Dumpster placed on each lot as soon as framing begins. The Dumpster must remain on site until the house is completed.
- (26) **UNDERGROUND WIRING:** No wiring for the transmission of electricity, telephone message

transmittals and the like shall be placed or maintained above the surface of the ground on a parcel.

- (27) UTILITY LINES: No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety reasons.

ARTICLE III

OWNER' RIGHTS

- (1) OWNER' S EASEMENTS OF ENJOYMENT: Every owner shall have, in addition to his freehold or his Lot, a right and easement in common with all other owners, of use and enjoyment of the common areas and amenities owned by the Declarant and/or the Association, subject to the following:
- (a) The right of the Declarant and the Association to adopt Rules and Regulations governing the use of the common areas as well as the personal conduct of Owners tenants, and guests and to establish penalties for the infraction thereof.
 - (b) The right of the Declarant to dedicate, use, lease, or sublease all or any part of the common areas for the purpose of construction or repair of such facilities or other improvements on the property.
 - (c) The right of the Declarant to grant and reserve easements and right-of- way through, under, over and across the common areas for the installation, maintenance and inspection of the lines and appurtenances for public water, sewerage, drainage, gas, electricity, telephone and other utilities.

Article IV

ARCHITECTURAL AND LANDSCAPING STANDARDS

- (1) ALTERATION OF WATERFRONT LOTS: The elevation of the land shall not be altered and fill dirt shall not be used to extend the boundaries of a Lot or to change the bulkhead line on a Lot bounded by a wetland, lake, or other body of water unless approved by the Declarant.
- (2) ANTENNAS: Except for a satellite dish antennas of 18" diameter or smaller no communication antennas, wires or other paraphernalia shall be permitted on a Lot or House. Approved dishes

must not be visible from the street.

- (3) ARCHITECTURAL ACCENTS AND EXTERIOR TRIM COLORS: Requires ARC approval.
- (4) ARCHITECTURAL APPROVAL: Each Owner acknowledges, understands, and agrees that no construction shall begin on any Lot or in the Common areas without review and approval of the ARC and or the Declarant and a proper building permit from the City of Athens. This covenant shall apply to all construction activity both new and in the future. Requirements include a building plan, site plan and exterior color scheme. All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least ninety (90) percent stone or masonry brick construction, with no less than seventy-five (75) percent of the exterior of the sides of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red "sewer brick" will not be allowed.
- (5) BUILDERS AND CONTRACTORS: Owners agree that all construction shall be performed by a licensed and insured constructor or contractors who shall submit licenses and proof of insurance to the ARC and be otherwise approved by the ARC. The ARC and the Declarant shall have no responsibility for the actions or quality of the workmanship of any general contractor or contractor.
- (6) DETACHED GARAGES: All detached garages must have separate approval from the ARC. Approval will be based on design, view and appeal. No Carports will be allowed.
- (7) DRAINAGE SYSTEMS: Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swells, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks and drain fields are prohibited on the Properties.
- (8) DRIVEWAYS: All driveways must be constructed of concrete. The minimum driveway width in the main body shall be twelve (12) feet, and shall flare to no less than seventeen (17) feet at the curb. Any other type of driveway must have written approval from the ARC.
- (9) GARAGE: All garages attached to the house shall be constructed for at least two cars for a side or rear entry.
- (10) HOUSE ADDRESS NUMBER INSERT: Builder shall include an engraved (8 x 16-inch) limestone insert placed on front of house. The insert shall include only the street number.
- (11) INDIVIDUAL INSURANCE: By taking of title to a lot subject to the terms of this Declaration, each owner covenants and agrees with all other owners and with the Association that each owner shall carry blanket all-risk casualty and liability insurance on his lot, and the improvements and structures constructed thereon. Each owner further covenants and agrees that in the event of total destruction, or of a partial loss or damage and destruction, of improvements and structures, the owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the ARC and the owner shall pay any costs of any repair or reconstruction which are not covered by insurance proceeds, such repair or reconstruction to be completed within 180 days of the date of the occurrence of the damage or destruction. The Association, or any owner, shall be entitled to

the remedy of specific performance of the obligation in addition to any and all other remedies available by law, and should the Association or owner prevail in a legal action for specific performance, then, in such event the Association or owner prevailing shall be entitled to recover all reasonable attorney fees and other costs incurred.

- (12) IRRIGATION: Plans for irrigating the front and rear yard are encouraged. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties. Private irrigation wells are prohibited on the Properties, provided, however, this section shall not apply to the Declarant, its successors or assigns.
- (13) LAKES AND BODIES OF WATER: All lakes, ponds, and streams located within Watercress properties are owned by the Declarant and are considered common areas. Transfer of ownership of these common areas in each phase to the Association occurs upon conveyance of the first lot in Phase I and conveyance of the first lot in subsequent phases as they are developed. Fishing in lakes is permitted (catch & release only). Boating is permitted by use of paddles or by electric trolling motor (no gasoline powered engines permitted). Use of a personal flotation jacket is required for all boaters regardless of age of participant. Swimming in any of the lakes is prohibited. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or shoreline located within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water located within the Properties, except such as may be constructed by the Declarant.
- (14) LIABILITY: Approval by the Declarant or the ARC of a plan or of an application by an owner shall not constitute a basis for any liability of the Declarant or the ARC or the Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements. The Declarant, the ARC, or the Association is in no way responsible for regulatory authority permits.
- (15) MAILBOXES: All mailboxes within the Properties shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of mailbox so as to keep it in a state of repair at all times. All mailboxes will be of the same style and design and will be provided by the Builder at a cost to be determined by the Builder and paid by the Owner.
- (16) PETS: No farm animals including, but not limited to cows, horses, ducks, goats, chickens, pigs, etc. shall be raised, bred, or kept on any portion of the properties, except that dogs, cats, or other usual and common household pets may be permitted in a Lot. An owner in his Unit may keep pets but only if such pet does not cause a disturbance or annoyance to others. All pets must be confined on a leash by a responsible person at all times when they are in the common areas and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Declarant and or the Association reserves the rights to demand that any owner, tenant or other invitee permanently remove from the premises any and all pets which create disturbances or annoyances to other owners or occupants.
- (17) PLANS: Owners shall submit one set of blueprints for structures and one completed site plan, showing landscaping detail, and a material specification sheet to the ARC for review and plan approval. The ARC or Association will keep these on file. It is recommended that ARC approval be secured before submitting a request to the City of Athens for a building permit. The ARC or

the Declarant is in no way responsible for securing regulatory permits nor are they in any way responsible for Owners or Contract compliance therewith.

- (18) POOLS: In-ground swimming pools, wading pools, and garden pools will be permitted in rear yards. No above-ground swimming pools are permitted. On deck or veranda Jacuzzis will be permitted and require a City of Athens permit and ARC approval prior to installation. Security fences, approved by the City are required around all pools.
- (19) ROOFS, EAVES, GUTTERS: Roofs shall be 8:12 pitch or steeper on the main house and garage. Roofing material shall be architectural dimensional shingles, tile, slate or architectural composite. Conventional metal roofs are prohibited. Soffit and fascia can be vinyl or aluminum wrapped with perforated vent soffit material. Gutters shall be metal, preferably continuous run type with metal downspouts.
- (20) SETBACKS: Watercress Subdivision is Zoned R-2 and all structures shall comply with City Zoning requirements. The front setback is thirty-five (35) feet; side setbacks are ten (10) feet and the rear setback is forty (40) feet. Corner lots shall have sufficient extra width to permit establishment of a building line at least fifteen (15) feet from the side street property line.
- (21) SIDEWALKS: If a sidewalk is prescribed on the property plat, it shall be the responsibility of the builder to construct a concrete sidewalk the length of the property line simultaneous with the construction of the concrete drive way.
- (22) SOLAR COLLECTORS: No solar collectors shall be permitted without the prior written consent of the ARC and when allowed shall be installed so as not to be visible from any street.
- (23) STORAGE BUILDINGS: Storage buildings and the like must be located at the rear of the lot and conform and blend with main the dwelling in type and appearance. The ARC must approve all storage buildings.
- (24) TELEPHONE: All services rendered by the telephone company in connecting and furnishing telephone service to the Lot shall be the responsibility of the owner.
- (25) TREES AND SHRUBBERY: A minimum of fifteen (15) shrubs (including trees) is required in all front yards. No Bradford Pears trees are permitted. ARC approval of site plan and future plantings is required for front yards.
- (26) UTILITY METERS: All utility meters, pipes, wires, and related devices must be installed on the sides or rear of the house.
- (27) VEGETABLE GARDEN: No vegetable garden shall be permitted in front of the main dwelling and will be accepted only behind a dwelling.
- (28) WATER AND SEWER: Each Lot shall be connected to the public water and sewer system provided for the Watercress subdivision and each owner shall be responsible for the costs of all utilities and water furnished to the Unit.
- (29) WINDOW AIR CONDITIONERS: No window mounted air conditioning unit shall be permitted except that a temporary permit may be issued by the ARC for a window unit for prescribed

medical needs.

RLPY 2006 1828

(30) WINDOWS AND EXTERIOR DOORS: Windows shall be wood or vinyl GBG. Exterior doors may be solid wood, vinyl GBG, or metal clad.

IN TESTIMONY WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized Manager on this the 10th day of January, 2006.

Watercress Properties, L.L.C.

By: Joseph S. Christopher

Joseph S. Christopher
Manager – Declarant

STATE OF ALABAMA

COUNTY OF LIMESTONE

Recording Fee	52.00
TOTAL	52.00

I, the undersigned, a Notary Public in and for said State, in said County, hereby certify that **Joseph S. Christopher**, whose title is **Manager, Watercress Properties, L.L.C.**, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **Watercress Properties, L.L.C.**

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10th day of Jan, 2006.

Sabrina Bates
Notary Public

