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STATE OF ALABAMA

COUNTY OF LIMESTONE )

This Instrument is being rerecorded to correct missing Book and Page of the Plat of said subdivision to Plat Book L Page 334 & 335

**RESTRICTIVE COVENANTS FOR WALTON CREEK SUBDIVISION**

KNOW MEN BY THESE PRESENTS, that the undersigned, WSW Land Development, L.L.C. ("Declarant"), is the sole owner of Walton Creek Subdivision, as same is found in Plat Book X, Page X in the Office of the Judge of Probate of Limestone County, Alabama ("Walton Creek Subdivision"); and

Whereas Declarant desires to subject Walton Creek Subdivision to certain restrictive covenants; and

Whereas Declarant may, but shall not be required to, subject certain other parcels of land to the restrictive covenants contained herein, said land, or any portion thereof, which may be made part of the subdivision in the future being more particularly described on the attached exhibit "A."

NOW THEREFORE, Declarant does hereby make the following declarations and restrictive covenants which shall be binding upon said Walton Creek Subdivision:

1. **RESIDENTIAL LOTS:** All lots shall be for residential purposes only and only one single family dwelling per lot shall be permitted, except as hereinafter set out. No public or private business shall be located or conducted at any time on said lots. Exception as follows: Home-based businesses shall be permitted so long as the business does not generate additional traffic, require signage, or cause any nuisance or disruption to the neighborhood. Any such business shall be conducted entirely within the home, and no public customers or clients shall visit the property.
2. **MINIMUM STRUCTURE SIZE:** No dwelling shall be built, erected, or altered, in or on said lots having less than Sixteen Hundred (1,6000) square feet of living area for Villa Lots (Lots 70 - 114) and Two Thousand square feet of living area for other lots, excluding garages, basements, carports and porches. Two-story dwellings shall have a minimum of One Thousand (1,000) square feet for Villa Lots and Fourteen Hundred (1,400) for other lots on the first floor. All homes shall have an attached or detached garage adequate for at least two (2) automobiles. The enclosure of a garage for living purposes shall be permitted if exterior changes are consistent with the existing exterior (i.e. brick) and the home has a detached two or more (2) automobile garage. All plans must be approved in advance by the Architectural Control Committee.

3. DETACHED GARAGE: A separate garage shall be permitted if constructed on site, which must be of the same exterior finish as the main dwelling. The separate garage shall be located no closer to the front of the lot than the center of the main dwelling. The separate garage cannot have a plateline of more than 10'. The plans must be approved in advance by the Architectural Control Committee.
4. ACCESSORY BUILDING: An accessory building shall be permitted if constructed on site, which must be of the same exterior finish as the main dwelling. No metal, fiberglass, or vinyl buildings of any type will be allowed. Accessory buildings shall be located no closer to the front of the lot than the rear line of the main dwelling. Accessory buildings cannot have a plateline of more than 9'. The plans must be approved in advance by the Architectural Control Committee.
5. BUILDING EXTERIOR: All dwellings, garages, and accessory buildings shall be constructed of at least 80% brick and stone on the first floor. The combination of vinyl siding and Hardi will be allowed; however, the building must still be 80% brick and stone on the first floor. Gables and second story projections may be vinyl siding or Hardi. Any other material to be used must be approved in advance by the Architectural Control Committee.
6. GARAGE ENTRANCE: Only side entry garages will be allowed. On corner lots where there is access to two streets (front and side) garage can face the side street except for villa lots 70, 99 and 100 which must access from the front street. Garage entrances should be designed to keep a uniform distance between homes and therefore garage entrances should not be adjacent to the garage entrance of the adjacent home. The side of the garage entrance must be approved in advance by the Architectural Control Committee. Carports are not permitted. Garage doors shall be kept always closed except during times of ingress and egress from the garage.
7. SODDED YARDS: All yards less than three quarter acre must be fully sodded. Lots larger than three quarters acre must be sodded on the front, sides and at least forty feet of the back yard directly behind the house.
8. ROOF PITCH: Primary roof pitches must be a minimum of 8/12 including detached garages and accessory buildings. Other pitches may be used to achieve an architectural design but must be approved in advance by Architectural Control Committee.
9. LOT SETBACKS: No dwelling shall be constructed closer than fifteen (15) feet from the front of the property line. For Villa Lots (Lots 70 – Lot 114) dwelling can be built on or within twelve (12) inches of the east property line referred to as zero-line (assuming no easement) and no closer than fourteen (14) feet on the west property line to allow for drainage and driveway. For Non-Villa Lots (lots 2-69 and 115-122) the standard side-yard setback is five feet (5'). The ARC may grant an

administrative waiver to reduce the standard five-foot (5') side-yard setback to not less than four feet (4') on the non-driveway side when required to accommodate an approved plan, to maintain "paired driveway" siting, or to address verified as-built survey conditions, provided the aggregate separation between the Dwelling on the Lot and the Dwelling on the adjacent Lot is not less than sixteen feet (16').. Eaves, chimneys, bay windows without floor area, and similar minor projections may encroach up to twelve inches (12") into the side-yard setback if fitted with gutters and downspouts to prevent runoff onto adjacent property. ARC approval is not a substitute for building code compliance. No dwelling shall be constructed in easements as outlined on the recorded plat.

10. DRIVEWAYS: All driveways must be concrete and minimum of twelve (12) feet wide.
11. SIDEWALKS: Sidewalks shall be required on one side of the street from lot line to lot line following the contour of the street.
12. VILLA EASEMENTS FOR MAINTENANCE, ENCROACHMENT AND OVERHANG: A perpetual maintenance and utility easement not less than five (5) feet in width shall be reserved over the adjoining lot adjacent to the zero-lot line wall. Said easement shall permit the owner of the zero-lot line residence, and their contractors, agents, or assigns, reasonable access for the purpose of inspection, repair, or maintenance of the structure and appurtenances located along the zero-lot line. Use of the easement shall:
  - a. Be exercised in a manner that minimizes disturbance.
  - b. Require a minimum of 48 hours advance notice to the adjoining property owner, except in cases of emergency; and
  - c. Impose upon the user full responsibility for the prompt repair of any damage caused during use.
  - d. No fencing, permanent landscaping, or other improvements shall be installed within the maintenance easement area unless such installation does not obstruct or impair reasonable access to the zero-lot line wall.
  - e. In case of disputes over what is "reasonable," the HOA's determination shall prevail.
13. VILLA WALL PLACEMENT AND OPENINGS: The exterior wall constructed on or near the zero-lot line:

Shall not contain any doors, mechanical penetrations, or other openings unless such features comply with applicable fire codes, building regulations, and any applicable easements or agreements. Fixed clerestory windows are permitted on the zero-lot side provided the interior sill height is at least seventy-two inches (72") above finished floor (AFF).

If an exterior wall is constructed five (5) feet or more off the zero-lot line, obscure glazed windows shall be permitted as long as shielded by an approved privacy fence.

Obscured Glazing Defined. "Obscured glazing" means permanently frosted, etched, or patterned glazing installed by the manufacturer or by laminated film rated for permanent application such that clear views are precluded.

Code Compliance. ARC approval is conditioned upon compliance with all applicable building and fire separation codes; ARC approval does not constitute a representation that the design meets code.

14. UNDERGROUND UTILITIES: There shall be no overhead or above-ground utility wires or lines connecting houses or other structures to electric power, television cable, telephone or other utilities.
15. MAILBOXES: Mailboxes will be in a common area as required by the United States Postal Service.
16. POOLS: In-ground and above ground swimming pools, wading pools, and garden pools will be permitted in rear yards. Above-ground swimming pools are permitted only if situated such that it cannot be viewed from neighboring property or the street. On deck or veranda hot tubs will be permitted. Security privacy fences are required around all pools.
17. ANTENNAS AND SATELLITE DISHES: Except for 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 are not permitted on the front of homes and should be located to minimize visibility from any street.
18. FENCES: Fences and hedges should take into consideration any easement as required by code or restrictions

(a) Type/Height. Wood privacy fences shall be board-on-board, flat top, shadowbox, or other ARC-approved style at six feet (6'). If a non-shadowbox fence style is approved, the backer rails of the fence must face the inside of the property.

(b) Placement. On non-Villa lots, the front of the fence should be at least 40 feet behind the front of the house unless approval is obtained. Driveway gates on Villa Lots may start at the front of the house. Gates must be attached to a separate pole and not attached to the house on the zero-lot line. Privacy fences must be installed on Villa lots along the back property line and the side property lines to the rear of the house so back and side porches are not visible from adjacent properties. Corner Villa lots do not have to be fenced along the side street.

(c) Finish. All new wood fences must be stained or sealed with an ARC-approved product and color within six (6) months of installation and maintained thereafter so that surfaces remain reasonably uniform in color and free of visible rot, warping, or broken elements.

(d) Approved Colors. The initial approved color is Sherwin Williams – LPH Clay Fence which can be purchased from Sherwin Williams in Athens, Al. Additional colors may be expanded by Board resolution from time to time.

(e) Maintenance. Owners must repair or refinish fences when directed by the Association following notice and a reasonable cure period.

19. SIGNS: No Sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than three (3) feet square. Developer or its assigns may place directional signs at intersections and in front of subdivision.
20. FLAG POLES AND FLAGS: Flagpole, location, lighting (if to be flown at night), and landscape plan must be approved by the Architectural Review Committee. Only the flag of the United States, U.S. military service flags, and U.S. state flags may be displayed outdoors, subject to the following: (i) one (1) freestanding flagpole not to exceed twenty feet (20') in height per Lot, or up to two (2) wall-mounted staffs not to exceed six feet (6') in length; (ii) flag size not to exceed 4' x 6' for U.S. and State flags; (iii) any illumination must be downward-directed and shielded; and (iv) display and handling shall comply with the Freedom to Display the American Flag Act of 2005. ARC approval is required. No other flags, banners, or pennants may be displayed outdoors.
21. SUBDIVIDING LOTS: No subdividing of lots will be allowed after purchase of lot.
22. MERGING LOTS: If two or more lots are combined to build one house that owner will only pay the Homeowners Association fees for the one home.
23. COMPLETION TIME FRAME: Any construction commenced on any structure as provided in this declaration shall be substantially completed, including, but not limited to, all painting, and shall be occupied within twelve (12) months from the date such construction commenced.
24. OCCUPANCY OF UNFINISHED UNITS: No dwelling erected upon any lot shall be occupied in any manner before completion of construction or at any time prior to the dwelling being fully completed.
25. LANDSCAPING: No artificial vegetation shall be permitted on the exterior of any structure. Exterior sculpture, fountains, and similar items must be approved by the Architectural Control Committee.

26. ENERGY CONSERVATION EQUIPMENT: Solar energy systems, rainwater harvesting, wind turbines and similar equipment may be installed on residential properties with prior written approval from the Architectural Control Committee. Such systems must be: Installed on the rear or side roof plane or otherwise shielded from street view. Acceptable options for screening include privacy fences and landscaping. Harmonious with the property's architectural style and colors.
27. GUNS: The discharge of firearms on the properties is prohibited. The term "firearms" includes without limitations "B-B" guns, pellet guns, and firearms of all types. The Architectural Control Committee and the Homeowners Association have no obligation to take action to prevent or stop such discharge.
28. COMBUSTIBLE LIQUID: There shall be no storage of gasoline, heating or other fuels, except for a reasonable amount of fuel that may be stored on each unit for emergency purposes and operation of lawn mowers and similar tools or equipment. The Homeowners Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.
29. SIGHT DISTANCE INTERSECTIONS: All lots shall be landscaped so as to permit safe sight across street intersections or driveways.
30. STORAGE OF MATERIALS, GARBAGE, DUMPING: All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and dwellings. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves, or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any street, drainage ditch, stream, pond, or lake within the Subdivision, except that fertilizers may be applied to landscaping on lots provided care is taken to minimize runoff. All garbage placed at the curb for pick-up must be enclosed in a county approved container. No loose trash/debris or open containers (holding loose trash/debris) are permitted curbside.
31. CHANGES NOT REQUIRING APPROVAL: Any owner may remodel, paint or redecorate the interior of structures on his lot without approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally approved plans and specifications.
32. BUILDING REPLACEMENT: These restrictions shall apply to any structure originally constructed on each lot within the subdivision, any structure moved onto the lot, or to any replacement of any structure, or any addition thereto. If any structure should be torn down or destroyed for any reason whatsoever, the structure to be erected in its place shall likewise comply with all the provisions of the restrictions.

33. DRAINAGE: 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 re-channel the drainage flows after location and installation of drainage swells, storm sewers, or storm drains. Declarant hereby reserves for itself and the Homeowner Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to ensure that sediments do not enter the natural drainage system.
34. WATER AND SEWER: Each lot shall be connected to the public water and public sewer system provided for Walton Creek Subdivision and each owner shall be responsible for the costs of all utilities and water furnished to the lot.
35. 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 subdivision shall be installed, constructed or operated within the subdivision. Private irrigation wells are prohibited on the lots. This section shall not apply to the Declarant, its successors or assigns.
36. 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.
37. LAKES & BODIES OF WATER: All lakes, ponds, creeks, and streams located within Walton Creek Subdivision, and any subsequent phases thereof, owned by the Declarant are considered common areas. Transfer of ownership of these common areas in each phase to the Homeowners Association shall occur at the discretion of the Declarant. 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. Neither the Association nor the Declarant shall 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 subdivision. No docks, piers, or other structures shall be constructed on or over any body of water located within the subdivision, except such as may be constructed by the Declarant or Homeowners Association.
38. NUISANCE AND NOISE CONTROL: No noxious, illegal, or offensive use of property shall be carried on lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No owner, under any conveyance, shall at any time, conduct or permit to be conducted on any residential lot, any trade

or business of any description, including commercial or church schools or day care centers, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence. No activity or condition shall be maintained on any lot which creates noise, odor, or other nuisances beyond reasonable limits. This includes loud music, animal noise, or any excessive noise-generating equipment or tools that interfere with the peaceful enjoyment of the neighborhood. **NO BURN BARRELS:** The use of burn barrels is strictly prohibited within the subdivision. This includes burning of trash, debris, or any other materials in open containers or barrels.

39. **TEMPORARY STRUCTURES:** No house trailers, mobile homes, recreational vehicles, campers, tents, shacks, abandoned vehicles, buses, or like vehicles, or any structure or facility that has ever been a mobile home with or without wheels, may be erected, placed or permitted to remain on any lot at any time as a temporary or permanent residence, or used for storage. No horse trailers or like objects shall be permitted to remain in view on any lots except in a garage or fully enclosed space.
40. **VEHICLES:** The term "vehicles" as used herein, shall include, without limitation, motorcycles, trucks, buses, vans and automobiles. No vehicle shall be parked on the street overnight. All vehicles should be parked within such parking areas. Where the residence contains a garage, "parking areas" shall refer to the number of garage parking spaces plus additional parking spaces in the driveway of the residence. No vehicle may be left upon any portion of the property, except in a garage or accessory building, for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period such vehicles shall be considered a nuisance and may be removed from the community. No motorized vehicles shall be permitted on pathways or unpaved common property except for public safety vehicles and vehicles authorized by the Homeowners Association or its designee. No vehicle shall be parked on the street overnight.
41. **RECREATIONAL VEHICLE STORAGE:** The term "recreational vehicle" as used herein, shall include, without limitation, motor homes, boats, mini-bikes, scooters, go-carts, trailers, tractors, off road vehicles, travel trailers, fifth wheels, or other types of campers. Recreational vehicles may not be stored on the property for more than 3 days unless stored in a garage.
42. **GENERAL CONDITION OF PROPERTY:** No lots shall be used, maintained or allowed to remain or be used as a junkyard, dumping ground, or storage area for rubbish, trash, garbage, or other waste. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperable auto or truck or one being kept for restoration or repair may be left visible on the property. Grounds, including flowerbeds, must be maintained in a neat and attractive fashion to blend to the established look of the subdivision and kept free from what are commonly

considered to be weeds or underbrush or other unsightly growth or objects. Grass or other turf must be cut and always maintained at no more height than three inches. All improvements shall be kept in a good state of repair.

43. 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, provided they are not kept for commercial purposes, such as breeding or boarding, and provided they are not determined by Declarant or the Homeowners Association to be dangerous to other members of the community. An owner in his dwelling may keep pets but only if such pet does not cause disturbance or annoyance to others. All pets must be always confined to a leash by a responsible person when they are in the common areas and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of waste and litter of his pets. The Declarant and the Homeowners Association reserve the right to demand that any owner, tenant or other invitee permanently remove from the premises all pets which create disturbances or annoyances to other owners or occupants. Any kennels shall be screened from all views, except owner's house.
44. DOOR-TO-DOOR SOLICITATION: Door-to-Door solicitation by employees or agents of for-profit organizations is strictly prohibited in the Walton Creek Subdivision. Political, religious, or other non-profit solicitation shall be prohibited without prior approval by the Board of Directors. Approval for door-to-door solicitation may be granted at the discretion of the Board of Directors upon formal request.
45. AMBIGUITY CLAUSE: This document shall adhere to a standard interpretation of ambiguous terms to maintain consistency in application across the Walton Creek Subdivision. Ambiguous terms and standards shall be defined as follows:
46. DEFINITION OF DISTURBANCE: "Disturbance" shall refer to any action or behavior that repeatedly and significantly disrupts the peace and quiet of the Walton Creek Landing Subdivision. Examples include excessive shouting, repeated loud gatherings, and operation of vehicles or machinery that exceed normal neighborhood noise levels.

46.02 DEFINITION OF REASONABLE: "Reasonable" shall refer to actions, standards, or assessments that are fair, usual, and moderate under the circumstances and align with typical behavior in residential subdivisions similar to Walton Creek Subdivision. In case of disputes over what is "reasonable," the HOA's determination shall prevail, subject to appeal as described herein. Reasonableness; Deference to ARC/Board. All standards and decisions under these Covenants shall be applied in a reasonable and even-handed manner. The ARC has primary authority to interpret and apply the published design standards; the Board is the prevailing body on appeal

and for enforcement. Absent fraud, bad faith, or arbitrary and capricious action, ARC/Board interpretations made in good faith within the scope of these Covenants and the published standards shall be final and binding.

46.03 PROCESS FOR AMBIGUITY RESOLUTION: In cases where a homeowner believes the terms are unfairly applied, they may appeal directly to the HOA Board, which shall review the matter at the next monthly meeting. The homeowner must submit their written concern at least five (5) business days before the meeting to ensure placement on the agenda.

47. ENFORCEMENT OF RESTRICTIONS: Enforcement shall be by proceedings by law or in equity against any person violating or attempting to violate any covenant. Neither the undersigned, nor any committee formed by the undersigned, or which the undersigned is a member of, organized to enforce these covenants, nor the employees, agents or assigns of the undersigned or any such committee may be held liable for the failure to enforce the covenants contained herein. Sanctions for violations of these Covenants may include reasonable monetary fines as determined by the Board of Directors. The Board of Directors shall also have the power to seek relief in any court for violations of these Covenants or to abate nuisances. Anyone found by a Court of competent jurisdiction to have violated the same or being found in violation of them shall reimburse all costs of enforcing the same to the party(ies) doing so, including reasonable attorney's fees.
48. BINDING COVENANTS: These covenants shall apply to Walton Creek Subdivision, and are to run with the land, and 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 unless voided by vote of a majority of the then lot owners. These restrictions may be amended at any time by an instrument signed by a majority of the then owners of the lots.
49. COURT ACTION: Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

### **DISPUTE RESOLUTION AND ARC/BOARD JURISDICTION**

- (a) Owner-to-Owner First. Owners must attempt in good faith to resolve disputes directly with each other prior to seeking Association intervention.
- (b) ARC Matters. Questions involving plans, materials, siting setbacks, windows, fences, or any exterior design or construction standard are within the exclusive jurisdiction of the ARC. (c) Board Appeals (Limited). An Owner may appeal an ARC decision to the Board within ten (10) days solely on the grounds that the ARC misapplied or failed to follow the published standards. The Board's review is limited to that issue; it will not substitute its judgment for the ARC on matters of aesthetic discretion where the ARC acted reasonably and in good faith.
- (c) Personal Disputes. The Board may decline to hear purely personal disputes between Owners that do not involve a violation of the recorded covenants, rules, or published ARC standards. Upon request, the Association may provide a list of mediators; mediation is voluntary, and the cost is shared by the disputing Owners.
- (d) Enforcement by Association. For alleged covenant or rules violations, the Association shall provide written notice and a reasonable opportunity to be heard before imposing fines or corrective action.

## ARCHITECTURAL CONTROL COMMITTEE

50. ARCHITECTURAL CONTROL COMMITTEE: In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the above home blueprint to the Architectural Control Committee, 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 to define the structure and lot relationships including the driveway(s). No construction shall begin until the approving authority approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. Until The Architectural Control Committee is defined as a group composed of at least three (but not more than five) persons designated and re-designated from time to time by Developer, at Developer's sole discretion (or the Homeowners Association once Developer relinquishes control of Walton Creek Subdivision and all future phases to the Homeowners Association), to review the above and below stated documents and to assist in carrying out the intents and purposes of the restrictive covenants contained within the entirety of this document as same relate to building and alteration of structures upon any lot within said subdivision or any future phase thereof. After control of Architectural Control Committee is specifically delegated by the Developer to the Homeowners Association there shall continue to be at least three and not more than five members. Delegation of control of the Homeowners Association and the Architectural Committee from the Developer to the Homeowners Association shall be evidenced by an instrument signed by Developer and filed for record in the Probate records of Limestone County, Alabama.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Section and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Control Committee, any one member of the Architectural Control Committee shall be authorized to sign any document for and as the act of the Architectural Control Committee.

The Architectural Control Committee 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 duty as a member of such committee. Such committee and its members shall have

only an advisory function, and the sole responsibility for compliance with all the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Control Committee and each of its members on account of any activities of this committee relating to such owner's property or buildings to be constructed on his or her property.

50.02. APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved onto or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, including, but not limited to, architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the parcel, a site plan of the parcel, a grading plan for the parcel, a drainage plan and a plan for landscaping. The provisions of this paragraph 49.02 shall not be applicable to the Declarant, or any contractor of Declarant, during the construction of homes within Walton Creek Subdivision or any future phases thereof.

A structure shall be defined to be anything or device (other than trees and shrubbery, but only shrubbery less than two feet in height if in the form of a hedge the placement of which upon any parcel may affect the appearance of such parcel), including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bath house, covered or uncovered patio, mailbox, swimming pool, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or mobile home) or any other temporary or permanent improvement to such parcel, and also any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any parcel, and any change in the grade of any lot of more than six inches from that existing at the time of purchase by each owner.

Legacy Premier Homes, Inc. will be the primary builders in Walton Creek and are not required to submit plans to the Architectural Control Committee on any improvements constructed by said entities, whether or not they are the owner(s) of the lot(s) upon which the improvements are constructed. This does not exempt them from following all other requirements set forth in these restrictive covenants.

50.03. BASIS FOR DISAPPROVAL OF PLANS: The Architectural Control Committee 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 lots in the vicinity.
- (e) Objections to the location of any proposed structure upon any lot or with reference to another lot in the vicinity.
- (f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any lot.
- (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 topography, vegetative characteristics, natural environment and storm water runoff of the lot; or
- (i) Any other matter, which, in the judgment of the Architectural Control Committee, 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 lots 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 Architectural Control Committee in which event the extended time shall be applicable.

In any case where the Architectural Control Committee 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 case the Architectural Control Committee 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.

50.04. RETENTION OF COPY OF PLANS: Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a

copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

**50.05. RULES OF ARCHITECTURAL CONTROL COMMITTEE; EFFECT OF APPROVAL AND DISAPPROVAL; TIME FOR APPROVAL:** The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on lots, 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 Architectural Control Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Control Committee'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 not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot or lots. Approval of any such plans and specifications relating to any lot, however, shall be final as to that lot and such approval may not be revoked or rescinded thereafter, provided, (i) 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 (ii) 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 lot in question.

**50.06 FAILURE TO OBTAIN APPROVAL:** If any structure shall be altered, erected, placed or maintained upon any lot, or any new use commenced on any lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Section 49, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Section 49, and without the approval required herein, and, upon written notice in form approved by the Architectural Control Committee, 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 three (3) days after the notice of such a violation the owner of the lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant or the Homeowners Association shall have the right, through its agents and employees, to enter upon such lot 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 49.06 shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the lot 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 lot in question to such purchaser (or subjecting the same to such mortgage).

50.07. INSPECTION AND TESTING RIGHTS: Any agent of Declarant, the Homeowners Association or the Architectural Control Committee may at any reasonable time or times enter upon and inspect any lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither Declarant, the Homeowners Association nor the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with these Restrictions, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a lot or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Declarant, the Homeowners Association or the Architectural Control Committee to take any particular action based on the inspection.

50.08 WAIVER OF LIABILITY: Neither the Architectural Control Committee nor any architect nor agent thereof, nor the Homeowners Association, nor the Declarant, nor any agent or employee of the foregoing, shall be responsible for guaranteeing compliance with the requirements of this Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting there from agree not to sue or claim against the entities and persons referred to in this Section 49.08 for any cause arising out of the matters referred to in this Section 49.08 and further agree to and do hereby release said entities and persons for any and every such cause.

## HOMEOWNERS ASSOCIATION

51. HOMEOWNERS ASSOCIATION: The Homeowners Association shall mean and refer to Walton Creek Homeowners Association, Inc., an Alabama non-profit corporation, its successors and assigns, said corporation to be hereafter created for the benefit of all lot owners in Walton Creek Subdivision and any additional phases thereto.

Every owner (but not mortgagee) of a lot shall be deemed to have membership in the Association. No owner, whether one or more person, shall have more than one membership per lot owned. The owners of each lot shall be entitled to one vote in the affairs of the Homeowners Association. Any owner who combines more than one lot in accordance with section 20 above and pays only one assessment fee shall be entitled to only one vote.

Membership in the Homeowners Association shall pass with the title to each lot as an appurtenance thereto.

51.02 CLASS OF MEMBERSHIP: There shall be one class of membership in the Homeowners Association.

51.03 VOTING RIGHTS: Members shall be entitled to cast votes at Home Owners Association meetings on matters pertaining to the Homeowners Association, including the election of members of the board of directors, amending this declaration, the articles of incorporation and the by-laws of the Homeowners Association, and all other matters which may be brought before the Homeowners Association membership except as otherwise provided in this declaration.

51.04 ASSOCIATION RESPONSIBILITY: The Homeowners Association shall maintain and keep in good repair the area of common responsibility or common areas, municipal easements, and such other areas as in these restrictions provided, of the subdivision, maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping or other flora, structures, and any improvements, which may be situated upon such areas, The Homeowners Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas, which shall be maintained out of regular assessments for common expenses.

a. USE OF FUNDS: The Homeowners Association shall apply funds received by it pursuant to these restrictions, and from any other source, reasonably for the benefit of the common areas and areas designated by these restrictions.

The Homeowners Association may purchase such insurance, including liability insurance, as it shall determine, and may pay from funds received all costs of operation, fees, permits, taxes, accounting and legal charges, and other costs and expenses of operation of the Homeowners Association. If reasonably available, the Homeowners Association shall obtain a public liability policy covering the common areas, the Homeowners Association and its members, for all damage or injury resulting from the operation, maintenance or use of the common areas, or caused by the negligence of the Homeowners Association or any of its members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party.

- b. OBLIGATIONS OF ASSOCIATION WITH RESPECT TO FUNDS: The Homeowners Association shall not be obligated to spend in any calendar year all the sums collected in such year, and may carry forward as surplus any balances remaining; nor shall the Homeowners Association be obligated to apply any such surpluses to the reduction of the amount of the annual charge in the succeeding year, but may carry forward from year to year such surplus as the board of directors of the Homeowners Association in its absolute discretion may determine to be desirable for the greater financial security of the Homeowners Association and the effectuation of its purposes. The Homeowners Association shall provide all members of the Homeowners Association with an annual accounting of funds expended and balances remaining within 120 days after the end of any calendar year, such accounting to be at the Homeowners Association's expense.
- c. AUTHORITY OF ASSOCIATION TO CONTRACT: The Homeowners Association shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of the Homeowners Association.
- d. AUTHORITY OF ASSOCIATION TO BORROW MONEY: The Homeowners Association shall be entitled to borrow money for the purposes of the Homeowners Association, up to an outstanding principal balance of \$10,000.00. Any borrowing exceeding an outstanding principal balance of \$10,000.00 shall require the approval of 51% of the votes of the membership.
- e. AUTHORITY OF ASSOCIATION TO MAKE CAPITAL EXPENDITURES: The Association shall be entitled to make capital expenditures for the improvement of the common areas.
- f. ASSESSMENT: For the purpose of providing funds for the purposes of the Homeowners Association, and to pay all reasonable expenses incurred by the Homeowners Association, the Homeowners Association shall in each year, commencing with the year 2025, assess against each parcel or lot of

Walton Creek Subdivision (and any future phases once said future phases are filed of record) a charge (which shall be uniform with respect to all parcels or lots) equal to a specified number of dollars per parcel or lot. Each such lot shall be charged with and subject to a lien for such separate assessment, which shall be deemed the "annual charge" with respect to such lot. Prior to 2025, Declarant shall provide the maintenance that will thereafter be the responsibility of the Homeowners Association, being such maintenance as in the sole discretion of the Declarant shall be necessary, and the annual charge prior to the Homeowners Association rendering maintenance, shall be \$33.33 per parcel per month, which annual charge shall be prorated over the year of purchase of a parcel or lot. Lots owned by Declarant, Legacy Premier Home, Inc. shall not be subject to the annual charge. When stated, the Homeowners Association will take over the maintenance, and the annual charge will be evaluated and divided equally among the homeowners.

- g. DATE OF COMMENCEMENT OF ANNUAL CHARGE: The annual charge, subject to proration, shall commence upon the date of purchase of a parcel or lot, but, until Homeowners Association is formed, dues shall be payable to Declarant instead of the Homeowners Association. Declarant shall not be required to account for such funds received. The annual charge shall be payable by lot owners regardless of whether or not Declarant has relinquished control of the Homeowners Association to the then lot owners in accordance with section 47.16.

In December, the Homeowners Association shall send a written bill to each member stating the amount of the annual charge assessed against each parcel for calendar year. The member shall pay the bill, commencing January 1. Payments shall be due on the first of the month and shall be deemed delinquent if not paid by the 10th day of the month. A late fee of \$25.00 shall be charged if the annual fee is late in the first month and an additional \$5.00 per month will be charged for each additional month the fee is late.

- h. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE HOMEOWNERS ASSOCIATION: If any member shall fail to pay the annual charge on a timely basis, in addition to the right to sue the member for a personal judgment, the Homeowners Association (or the Declarant, if applicable) shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such member shall include the annual charge, as well as the cost of such proceedings including a reasonable attorney's fee, and the aforesaid interest. In addition, the Homeowners Association (or the Declarant, if applicable) shall have the right to sell the property at public or private sale after giving notice to the member (by registered mail or by

publication in a newspaper of general circulation in, once a week for three successive weeks) prior to such sale.

- i. CONTINUING LIEN: All members' or owners' property shall be subject to a continuing lien for assessments levied in accordance with the provisions of this Declaration. The annual charge together with interest thereon and the cost of collection, thereof including reasonable attorney fees as herein provided, shall be a charge on and shall be a continuing lien upon the member's or owner's property against which each such assessment or charge is made.
- j. PERSONAL OBLIGATION OF MEMBERS: Each member or owner, by acceptance of a deed or other conveyance to property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the annual charges. Each such assessment, together with interest and cost of collection, including reasonable attorney's fees, shall be, in addition to a lien upon the property as stated above, the personal obligation of the person who was the owner of such property at the time when the assessment fell due.
- k. SUBORDINATION OF LIEN TO MORTGAGES: The lien of any assessment or charge authorized herein with respect to member's or owner's property is hereby made subordinate to the lien of any bona fide mortgage on such property if, but only if, all assessments and charges levied against such property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, provided that the Homeowners Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a member or owner whose property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time when he is the owner of such property.
- l. CONTROL BY ASSOCIATION: The Declarant shall retain control of the Home Owner's Association until such time as Declarant does not own any lots or property within any phase of the subdivision, including common areas, unless Declarant, at Declarant's sole discretion, chooses to relinquish control of the Homeowners Association at an earlier time to the then owners of the lots in the subdivision. Declarant's relinquishment of control of the Homeowners Association shall be evidenced by a declaration filed in the Office of the Judge of Probate of Limestone County, Alabama stating such. Declarant shall take all steps it deems necessary to ensure that all common

areas are properly maintained prior to relinquishing control of such areas and the Homeowners Association to the then lot owners in the subdivision. Declarant shall not be liable to any lot owner for actions or inactions taken regarding same, nor shall Declarant be required to give an accounting to any lot owner of use of funds received while Declarant still controls the Homeowners Association, but any lot owner shall have a right to review the financial records of the Homeowners Association.

Anything stated within these restrictive covenants or in the Articles of Incorporation or By-laws of the Homeowners Associations notwithstanding, each lot owner, by purchase of a lot subject to these restrictive covenants, affirmatively acknowledges that all actions of the Homeowners Association shall be controlled and made by Declarant until Declarant relinquishes control of the Homeowners Association by written instrument as stated above.

m. FINES FOR VIOLATION OF BY-LAWS OR COVENANTS:

The alleged violator will be contacted by the Board of Directors ("the Board") or its designee. Such designee may be a Management Company, Committee Members, or other people or entities as designated by the Board to enforce the rules of the HOA contained in the By-Laws or Covenants. The alleged violator will be requested to immediately cease and desist the violation.

If the alleged violator does not immediately cease and desist, the alleged violator will be issued a written notice that will specify the violation, identify the action required to abate the violation, and will be given fourteen (14) calendar days during which the violation may be abated without further sanction if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine if the violation is not continuing. If the Board determines that the violation poses a danger to safety or property, the Board may demand immediate abatement of the violation.

If the alleged violator is unable to abate the violation within the fourteen (14) days, the alleged violator may present a plan to the Board that outlines the reason(s) why it cannot be abated in the fourteen (14) days and includes a firm schedule for the abatement. The alleged violator may also request a hearing before the Board or the Board's designee.

If the alleged violator fails to either abate the violation within fourteen (14) days or provide an acceptable plan to the Board within the fourteen (14) days or submits an acceptable plan but fails to abate the violation within the timeframe outlined in the accepted plan, on the 14th day or the day after the schedule is not met, the alleged violator will be assessed a fine of \$25 for each violation. If the alleged violator abates the violation but

commits the same violation within a twelve (12) month period, the alleged violator will be assessed a fine of \$25.

If the violation continues after the initial fine imposition, the violator will be fined an additional \$5 per day until the violation is abated. If the fines are not paid within sixty (60) days after the initial fine imposition, the Board may refer the collection of the fine to a collection agency and/or may place a lien on the residence. The alleged violator shall be responsible for all reasonable costs incurred by the Board to collect the fines imposed. The \$5/day fine shall continue to be applicable until the violation is abated even if the Board elects to engage a collection agency and/or place a lien on the residence.

To impose the fines noted in section (D) above, the Board will send the alleged violator a notice which will specify the nature of the violation; provide notice that the fine has been imposed; specify that the alleged violator has fourteen (14) days from the date of the notice to request a hearing regarding the fine; that the alleged violator may present statements, evidence, and witnesses at the hearing; and that all rights to have the fine reconsidered are waived if a hearing is not requested within fourteen (14) calendar days of the date of the notice.

If the violation is not abated (or if the alleged violator is not in compliance with an approved abatement plan) after sixty (60) days of the initial notice, the Board shall notify the alleged violator that the Board shall take the appropriate action to abate the violation and the alleged violator shall be responsible for any cost associated with such abatement. Upon completion of the abatement, the Board shall present the alleged violator with an invoice for the costs, and the alleged violator shall have thirty (30) days (or other such times as may be approved by the Board). The Board may refer to the collection of the fines to a collection agency and/or may place a lien on the residence. The alleged violator shall be responsible for all reasonable costs incurred by the Board to collect the amount owed.

If a hearing is requested, it shall be held before the Board or its designee in an executive session and the alleged violator shall be given reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

### **TRANSPARENCY OF HOA AND ACC**

52. **MEETING SCHEDULE AND NOTIFICATIONS:** The HOA shall hold annual meetings open to all homeowners, with advance notice provided at least 14 days before each meeting. The minutes of each HOA and ACC meeting shall be available within 30 days of the meeting date and accessible to homeowners.

52.02 **RECORDS AND ACCESS:** The HOA shall hold meetings open to all homeowners, with advance notice provided at least 14 days before each meeting. The minutes of each HOA and ACC meeting shall be available within 30 days of the meeting date and accessible to homeowners.

### **DISPUTE RESOLUTION**

53. **REQUIRED MEDIATION:** Any dispute between a homeowner and the HOA/ACC related to restrictive covenants, enforcement actions, or fines shall be referred to a neutral third-party mediator. Either party may initiate the mediation process by submitting a request in writing.

53.02 **MEDIATION PROCEDURES:** The mediator will be selected jointly by the HOA and the homeowner. Mediation shall occur within 30 days of the request, and each party shall bear their own costs unless otherwise agreed upon in mediation.

53.03 **BINDING ARBITRATION OPTION:** If mediation does not result in a resolution, either party may request binding arbitration within 30 days of the mediation's conclusion. The arbitrator's decision will be final, and costs will be paid by the homeowner unless otherwise decided by the arbitrator.

### **DECLARANT MODIFICATION**

54. **LOT MODIFICATION:** With respect to any unsold lot or parcel, Declarant may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Restrictions as Declarant in its discretion desires; provided, however, that these Restrictions may not be so modified to except such lot or parcel from the assessment provisions of Section 47 or to lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Homeowners Association.

54.02. **PHASE MODIFICATION:** With respect to any new phase to the Subdivision, Declarant reserves the right to make such phase, and the lots in such phase, subject to these restrictions and to allow owners of the lots in

each new phase to become members of the Homeowners Association, subject to the rules and regulations herein, but with such modifications and amendments as the Declarant deems desirable, in Declarant's sole discretion. However, Declarant shall not except such lot or parcel from the assessment provisions of Section 47 or lessen or extend the voting rights as provided in these Restrictions or in the Charter and By-laws of the Homeowners Association.

#### **COMMON AREAS**

55. **COMMON AREAS:** The Homeowners Association shall be responsible for the exclusive management, maintenance and control of all of the common areas within Walton Creek Subdivision, and any additional phases thereto, and all improvements thereon, and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof, regardless of whether or not Declarant has transferred fee simple title to the common areas to the Homeowners Association.

55.02 **PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE:**

The Homeowners Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Homeowners Association will accept any personal property conveyed to it by Declarant, or its successors, "As is", and any real property within the total property of Walton Creek Subdivision (or future phases thereof) conveyed to it by Declarant, or its successor, by quitclaim deed.

55.03 **RULES & REGULATIONS:** The Homeowners Association may make and enforce reasonable rules and regulations governing the use of the Common Areas, including reasonable sanctions for violation of said rules and regulations. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common areas. The Homeowners Association shall, in addition, have the power of relief in any court for violations or to abate nuisances, imposition of sanctions shall be as provided in rules and regulations established by the Homeowners Association.

55.04 **RIGHTS IN COMMON:** "Common Area" shall be any area designated as such on the plat of Walton Creek Subdivision or any future phase of the subdivision made subject to these restrictive covenants. Each owner of a lot in Walton Creek Subdivision (and all future phases made subject to the covenants contained herein) shall have the right of use of the common areas during his or her period of ownership, but subject to the rules and regulations established by the Homeowners Association, and regardless of whether the title to the common areas has been transferred to the Homeowners Association.

**DECLARANT:**

WSW Land Development, L.L.C.

*[Handwritten signature of Darren Sides]*

BY DARREN SIDES (MEMBER)

*[Handwritten signature of Howard Gray Winn, III.]*

BY HOWARD GRAY WINN, III. (MEMBER)

*[Handwritten signature of Aaron M. Winn]*

BY AARON M. WINN (MEMBER)

STATE OF ALABAMA )

COUNTY OF Limestone )

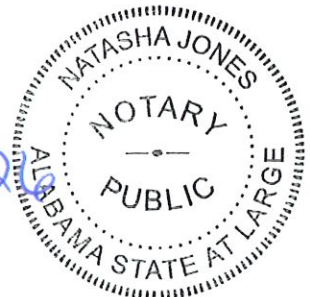
I, the undersigned, a Notary Public in and for said County and State, hereby certify that DARREN SIDES, whose name as Member of WSW Land Development, L.L.C., an Alabama limited liability company, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, he, as such Member and with full WSW Land Development, L.L.C., authority, executed the same voluntarily on behalf of said limited liability company.

Given under my hand and seal this, the 4 day of November, 2025.

*[Handwritten signature of Natasha Jones]*

Notary Public

Commission Expires: 4-13-26



STATE OF ALABAMA )

COUNTY OF Limestone )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that HOWARD GRAY WINN, III., whose name as Member of WSW Land Development, L.L.C., an Alabama limited liability company, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, he, as such Member and with full authority, executed the same voluntarily on behalf of said limited liability company.

Given under my hand and seal this, the 4 day of November, 2025.

Natasha Jones

Notary Public

Commission Expires: 4-13-26



STATE OF ALABAMA )

COUNTY OF Limestone )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that AARON M. WINN, whose name as Member of WSW Land Development, L.L.C., an Alabama limited liability company, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, he, as such Member and with full authority, executed the same voluntarily on behalf of said limited liability company.

Given under my hand and seal this, the 4 day of November, 2025.

4-13-26 Natasha Jones

Notary Public

Commission Expires: 4-13-26

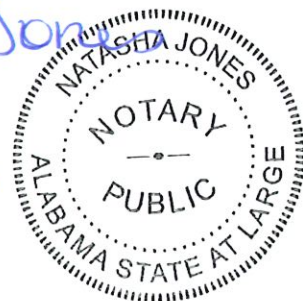


Exhibit A

Acreage lying in Section 16, Township 3 South, Range 3 West, Limestone County, Alabama and being more particularly described as follows:

Commencing at an existing railroad spike in the approximate center of Pepper Road at the Northeast corner of said Section 16;

Thence South 89 degrees 31 minutes 57 seconds West along the approximate center of said road and along the North boundary of said Section 16 for a distance of 2509.40 feet to the Point of Beginning of - the herein described property;

Thence leaving the approximate center of Pepper Road, South 00 degrees 56 minutes 07 seconds East for a distance of 2949.80 feet to an existing 1/2-inch rebar stamped "ATHENS LS CA-0292-LS", passing an existing 1/2-inch rebar stamped "ATHENS LS CA-0292-LS" on the South right-of-way margin of said road at a distance of 30.0 feet;

Thence South 89 degrees 58 minutes 38 seconds West for a distance of 1626.98 feet to a set 1/2-inch rebar stamped "ATHENS LS CA-0292-LS" in a fence line;

Thence along an existing fence line the following: North 04 degrees 29 minutes 46 seconds East, 79.99 feet; North 01 degrees 47 minutes 54 seconds East, 41.41 feet; North 02 degrees 59 minutes 07 seconds East, 107.22 feet; North 02 degrees 48 minutes 00 seconds East, 78.88 feet; North 02 degrees 48 minutes 21 seconds East, 286.40 feet; North 02 degrees 37 minutes 55 seconds East, 462.30 feet to a 12-inch tree; North 53 degrees 35 minutes 28 seconds East, 47.01 feet to a 28-inch oak tree; North 02 degrees 34 minutes 14 seconds East, 206.72 feet; North 00 degrees 33 minutes 10 seconds East, 236.06 feet; North 02 degrees 49 minutes 50 seconds East, 304.11 feet; North 01 degrees 51 minutes 26 seconds West, 233.68 feet; North 02 degrees 34 minutes 10 seconds West, 239.91 feet to a set 1/2-inch rebar stamped "ATHENS LS CA-0292-LS";

Thence North 87 degrees 49 minutes 40 seconds East for a distance of 190.11 feet to a set 1/2-inch rebar stamped "ATHENS LS CA-0292-LS";

Thence North 00 degrees 25 minutes 16 seconds West for a distance of 630.0 feet to an existing railroad spike in the approximate center of Pepper Road on the North boundary of Section 16, Township 3 South, Range 3 West, passing a set 1/2-inch rebar stamped "ATHENS LS CA-0292-LS" on the South right-of-way margin of said road at a distance of 30.0 feet;

Thence North 89 degrees 31 minutes 57 seconds East along the approximate center of said road and along the aforementioned North boundary for a distance of 1295.20 feet to the Point of Beginning, according to the survey of Thomas S. Mitchell, a registered surveyor for Athens Land Surveying Co. dated July 11, 2008, AND BEING SUBJECT TO: One half of the right-of-way of Pepper Road along the North boundary, said right-of-way containing 0.89 acres.

AND ALSO:

All the property lying East at the West Quarter Section line of the Northwest Quarter of Section 16, Township 3 South, Range 3 West.

Recording Fees: \$85.00  
TOTAL: \$85.00  
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Recording Fees: \$85.00  
TOTAL: \$85.00  
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