

“Watercress Preserve”

**“The Springs”, “Spring View”
and “The Lakes”**

*Declaration of Watercress Preserve
Property Owners Association*

“By-laws”

Watercress Properties, L. L. C.

Athens, Limestone County, Alabama

April 1, 2010

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Watercress Preserve Property Owners Association

“By-Laws”

It is the desire of the Declarant of the Planned Community of “Watercress Preserve”, Phase I named “The Springs”, Phase II named “Spring View” and Phase III named “The Lakes” and all subsequent Phases shall emerge and evolve as a community whose operation responds to the needs of, and contributes to the quality of life of its residents. To this end, the “Watercress Preserve Property Owners Association”, the governing body responsible for carrying out the intents and provisions of the “By-laws”, has been established. The Association is charged with the duties and vested with the powers prescribed in this Governing Document. Every Owner shall be deemed to be vested with such rights and obligations as provided for in this Governing Document.

The Association shall be governed and administered through a governing structure consisting of an elected Board of Directors and such other Officers elected or appointed by the Board.

DEFINITIONS

- (1) “Association” shall mean and refer to the “Watercress Preserve Property Owners Association” (W. P. P. O. A.), an Alabama not for profit corporation, its successors and assigns.
- (2) “Association Dues” or “Dues” shall mean and refer to monthly or annual dues set by the Declarant and or the W. P. P.O. A. for the maintenance of all Common Areas. These dues will also cover property taxes and public liability insurance of the Common Areas. Declarant hereby sets these dues at twenty-five dollars (\$25.00) per month per residency through December 2008. After this date, the dues will remain the same until the W.P.P.O.A. is created. These dues will become due and payable, in advance, starting on the first day of the month, Two (2) full calendar (2) months after residency has been established. Dues will be paid to the Declarant and will be deposited in a General Fund. Declarant shall be exempt from this provision.

- (a) For the year beginning January 2010, and thereafter, the maximum annual association dues may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by a majority vote of the Board of Directors of the Association or by the Declarant without a vote of the membership.
- (b) For the year beginning January 2011, and thereafter, the maximum annual association dues may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for such purpose.
- (3) “Common Expense” shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including any reasonable amounts for deferred maintenance, repairs, and replacements as may be found to be necessary and appropriate by the Board pursuant to this Declaration, but shall not include any expenses incurred during initial development, original construction or installation of infrastructure, original capital improvements, or other original construction costs unless approved by the Board.
- (4) “Guest” shall mean and refer to those members of the public who are invited by the Declarant and/or a Lot Owner to enjoy limited use of the Common Areas and Amenities of the Watercress Preserve Planned Community. The Association and/or Declarant will establish Guest use limitations of Common Areas.
- (6) “Officers” shall mean and refer to the President, Vice President, Secretary, Treasurer and such other officers elected by the voting membership of the Watercress Preserve Property owners.
- (7) “Special Assessments” shall mean and refer to any assessments by Declarant and/or the Association for necessary and reasonable costs or operating and maintaining the Common Areas beyond normal maintenance. A special assessment may also be incurred by a lot owner due to the owner’s violation of the covenants and restrictions and the direct cost to remedy the violation, including reasonable legal costs.
 - (c) For the year beginning January 2010, and thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by a majority vote of the Board of Directors or by the Declarant without a vote of the membership.
 - (d) For the year beginning January 2011, and thereafter, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for such purpose.
 - (e) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum stated herein.

ARTICLE I

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 Association, subject to the following:
 - (a) The right of the Association to require every Owner to enter into a binding agreement to pay dues or assessments for the maintenance of the common areas and the amenities thereon and for other services as provided herein.
 - (b) Every Lot Owner shall be a member of the Association when residency occurs and each Lot Owner shall have one vote in matters of the Association. Owners of multiple lots only have one vote.

ARTICLE II

COMMON AREAS

- (1) **ASSOCIATION' S OBLIGATIONS:** The Association shall at all times pay the real property ad valorem taxes, if any, assessed against the Property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain, and pay for adequate policies of public liability and fire and extend casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and Owners of record and such other parties as the Association deem necessary. The previously mentioned insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable, including directors and officers liability insurance.
- (2) **COMMON AREA:** The Declarant and/or the Association shall have the exclusive management and control of the common areas, the facilities and improvements thereon and the furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. No improvements shall be constructed upon any portion of the Common Area without the approval of the Architectural Review Committee and Declarant, so long as Declarant owns any Lots. These areas shall be maintained by the Association as provided in the Plat of the Property for the use and benefit of all Lot Owners.
- (3) **CONTRACTS:** The Declarant and/or the Association may contract with any other party for the performance of all or any portion of its maintenance and repair obligations under this Governing Document. In the event of any such contract, the contract shall bill the Declarant or the Association and the costs therefore shall be included with the Special Assessment as hereinafter provided. The Declarant shall not be required as a contracting party under this governing document after he no

longer holds title to any portion of the property or at a sooner time should he elect to abandon this right by written notice to the President of the Association.

- (4) **DAMAGE OR DESTRUCTION:** In the event any common area or amenity, or property of other Owners, or the property of the Declarant is damaged or destroyed by an Owner or by any of his family members, his guests, agents or employees as a result of negligence or misuse, such Owner hereby authorizes Declarant or the Association to repair the damaged area. The amount necessary to make such repairs or replacements shall be the responsibility of such Owner and shall become a Special Assessment as hereinafter defined, payable by the responsible Owner to the Declarant or the Association.
- (5) **DELEGATION OF USE:** Any Owner may delegate his right of enjoyment to the common areas and facilities to the members of his family, his tenants, his guests or other persons who are invited to his house.
- (6) **MORTGAGED:** The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Declarant).

ARTICLE III

COVENANTS FOR ASSESSMENTS

- (1) **ASSOCIATION DUES AND SPECIAL ASSESSMENT DUE DATES:** Monthly Association dues are due and payable in advance on the first day of each month. Special Assessments levied by the Declarant or the Association, upon written notice to the Owner, shall be due and payable in full within ninety (90) days of such notice. Declarant, Builders (if they own a lot/s) and non-resident lot owners shall not be required to pay dues, but will be required to mow them regularly and keep them free of debris.
- (2) **COMPUTATION OF ASSESSMENT:** It shall be the duty of the Board of Directors on or prior to January 1, 2010, and continuing each year thereafter to prepare and adopt a budget covering estimated costs of operating the Association for the coming calendar year, which budget shall include a reserve for future expenses.
- (3) **CREATION OF LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS:** Each Owner of a Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, shall be deemed to covenant and agree that Declarant and the Association shall have full power and authority, with exclusive discretion, to charge each owner with a Special Assessment. All such assessments, together with interest thereon and costs of collection thereof, when delinquent, shall be the personal obligation of the person or entity that was the owner of the Unit at the time when the assessment was made.
- (4) **EFFECT OF NONPAYMENT OF DUES AND SPECIAL ASSESSMENTS:** Any nonpayment of dues or special assessment not paid within ninety (90) days, shall be subject to a fifty dollar (\$50.00) per thirty (30) day fine beginning with the ninety first (91st day). In addition, special

assessments together with an eighteen (18%) annual percentage rate, costs, and reasonable attorney's fees, may be charged on the land and may be a continuing lien upon the lot against which each such assessments fell due. The personal obligation for delinquent assessments or fines shall not pass to his successors in title unless expressly assumed by them. The Declarant and the Association shall have the power to bid for an interest foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his property.

(5) **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER ARTICLE THREE:**

Written notice of any meeting called for the purpose of taking any action authorized under Article III shall be sent to all members of the Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

(6) **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area of the Development, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE IV

USE OF PROPERTY

In order to keep the property in a desirable condition for the owners, tenants, and guests, the following requirements and limitations are made a part of this Declaration, and shall be considered as the initial By-Laws of the development.

- (1) **AMENDMENTS AND MODIFICATIONS:** The Board may from time to time adopt rules or wish to amend or modify Association By-Laws. This requires a vote and approval of fifty-one (51%) of the members. The Association is not empowered to amend this document in any way without Declarant's approval so long as Declarant owns any property in Watercress Preserve.
- (2) **AUTOMOBILES:** No more than four (4) automobiles shall be parked regularly in the driveway. No disabled or unlicensed vehicles shall be parked on any Lot. Parking on a lawn or street parking is prohibited.
- (3) **CLOTHESLINES:** No clotheslines or clothing or other household fabrics shall be hung in the open on Unit, nor in the common areas, nor on the porches of the Unit.
- (4) **COMPLIANCE:** It shall be the responsibility of each owner, their family members and their invited guests to conform to and abide by the By-Laws of the Watercress Preserve planned community as established by Declarant or the Association.

(5) DOG HOUSE: Any doghouse located on any Lot shall be out of sight from the street.

(6) FENCES: All fences must be erected beginning no further forward than the mid-point of the front building line and extend to the rear lot line. All fences must be run along the property line when possible.

Metal fences can be Aluminum, Iron or Steel Ornamental style, black in color and be either four (4), five (5) or six (6) feet in height. An alternative is a wooden fence four (4), five (5) or six (6) foot shadowbox, scalloped, arched fence. **Wooden fences must be stained within ninety (90) days after erection.** Only one (1) color has been approved (Sherwin Williams DeckScapes Hawthorne (SW 3518).

The ARC, Board and or the Declarant has the authority to approve a deviation in style from the above description of wooden fences. Fences and hedges should take into consideration any easement lines as required by city code. All fences shall tie into existing fences when possible and no parallel fencing shall be constructed between lots. All fencing shall be kept in a state of repair. An **exception** to the above includes fences for lots located in Phase III, The Lakes numbering #33 through #51 including number 57, 58 and 59. They must be four (4) feet in height, black in color and made from Aluminum, Iron or Steel. The ARC and or the Declarant must approve the style of metal fence before it is erected.

(7) FIREARMS: The discharge of firearms within the Properties is prohibited. The term “firearm” includes “B-B” guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to take action to enforce this Section.

(8) FISHING PIERS: Fishing is permitted from all four fishing piers: (a) Spring Lake (b) Lake Jackson (c) Lake Sneed and (d) Lake Watercress. Fishing is also permitted from the banks of all four lakes in common areas.

(9) FUEL STORAGE TANKS: An owner may keep and maintain a two hundred fifty- (250) gallon propane or natural gas tank for gas barbecues, fireplaces or Jacuzzis, etc. in an area near his house out of sight from the street if approved by the Declarant and/or the Association. No other fuel storage tanks shall be permitted on the property.

(10) GARBAGE AND TRASH CONTAINERS: No lot shall be used, maintained or allowed to remain or be used as a dumping ground for rubbish, trash, garbage, grass clippings or other waste. All garbage and trash containers shall be kept covered, clean and in a sanitary condition. After collection by the City of Athens Sanitation Department, residents have twenty four (24) hours to remove containers out of sight from the street. Containers must be kept and maintained in accordance with By-Laws adopted from time to time by the Declarant or the Association. No garbage may be burned in a trash container.

(11) GOLF CARTS: Golf carts may be operated on streets and on such other parts of the Common Areas as may be specifically designated for such use by the Declarant and/or the Association. Golf carts may be operated only by persons sixteen (16) years of age or older. Private golf carts shall not be placed, parked or stored any place other than a garage or other area located on a Lot so as to be screened from view of adjacent streets or drives.

- (12) GRASS: All front and side yard grass shall be Bermuda sod.
- (13) HOME OFFICES: Offices within the home are permitted providing they do not create an unusual amount of traffic, cause no disturbance, and commerce is not apparent from the street or common area. Approval by the Declarant and/or the Board is required.
- (14) INSURANCE: All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties.
- (15) LAND: No use shall be made of the lands at the Watercress Preserve planned community or surrounding property, nor shall anything be done therein, which may be or become an annoyance or nuisance to other owners and their guests.
- (16) LANDSCAPE and PROPERTY MAINTENANCE: Each Lot shall be landscaped as part of the construction of a residence thereon. Any part of the Lot not grassed shall be landscaped. Each Lot Owner shall keep his lot neat, clean, and mowed with grass attaining a height of not more than six (6) inches. Frequent use of a weed control agent is strongly recommended. Fences shall be maintained and kept in good condition and appearance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner reasonable satisfactory to the ARC, including landscaping, and shrubbery, the Owner shall be notified in writing and given sixty (60) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereon at the sole cost of the Owner of said Lot. The costs of such repair, maintenance and restoration shall constitute a lien upon said Lot, which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of said lien shall be in accordance with the mechanic's lien law of the State of Alabama, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance, and restoration. The lien herein provided will be subordinate to any first mortgage lien as provided in these restrictions.
- (17) LAWN DECORATIONS: No objects other than appropriate yard furniture and landscaping ornaments may be on the front lawns of any lot. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. The ARC must approve exterior sculptures, fountains, flags, and similar items visible from Lucas Ferry Road or interior streets within the Properties. Any objects deemed offensive by the ARC must be removed.
- (18) LIGHTING: Except for seasonable decorative lights all exterior lights must be approved by the Board and or the ARC.
- (19) "Nature Walking Trails" shall mean and refer to a portion of the woods located west of the Lake Watercress Spillway, which is owned by the Declarant that is private property, not for use by the public. This area has been set aside for use by the residents of Watercress Preserve.
- (20) NUISANCES: No obnoxious or offensive activity shall be carried on upon any Lot, nor anything

shall be done thereon which may be or may become an annoyance or nuisance to the residents of Watercress Preserve.

- (21) OCCUPANCY: No house may be occupied on an overnight basis at any time by a number of persons, including adults and minors, in excess of two (2) per each bedroom and two (2) per room containing a full size bed as such rooms are designated on the original architectural plans for the house. An exception may be “teenage sleepovers”, etc.
- (22) OUTSIDE BURNING: Outside or open burning of trash, refuse or other material upon any Lot is prohibited except as performed by Declarant or Declarant’s contractors in construction of houses.
- (23) PLAYGROUND: Any playground or other play areas or equipment furnished by the Association or erected within the Properties, shall be used at the risk of the user, and neither the Association, the Board of Directors, the Officers, employees of the Association or Declarant, shall be held liable to any person for any claim, damage, or injury occurring thereon related to use thereof.
- (24) POOL: The Declarant and/or the Association shall develop rules for permitted use of the Watercress Preserve Planned Community Swimming Pool.
- (25) PROHIBITED VEHICLES: No mopeds, ATV’s, off road or other power driven vehicles shall be permitted to be operated in any Common Areas. This prohibition does not apply to bicycles or golf carts.
- (26) PUTTING, CHIPPING GREEN and DRIVING RANGE: The Declarant and/or the Association shall develop rules for these areas.
- (27) RECREATIONAL EQUIPMENT No permanent basketball goals or backboards shall be permanently affixed to any dwelling or permanent pole. Portable goals are allowed. Goals must be kept in good repair and no modifications may be made. Assembly must be of factory condition with no modifications. Swing sets, trampolines and outdoors recreational equipment must be stored and used at the rear of the dwelling and out of sight from the street. No skateboard ramps shall be constructed or located on a lot
- (28) SAND LOT VOLLEYBALL: The Declarant and or the Association shall develop rules for permitted use.
- (29) SIGNS: No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot or in any common area without the written consent of the Board and approval of the Declarant, except (i) entry and directional signs installed by Declarant and (ii) signs required for legal proceedings and (iii) security signs displayed in the front yard by the front door. Standard “for sale” signs not exceeding 20” x 24” in size shall be permitted to be erected on Lots that are being offered for sale, however, the ARC reserves the right to restrict the style, color, lettering and placement of such sign. The Declarant shall have the right to erect signs as he deems appropriate.
- (30) SOLICITATION: No soliciting shall be permitted on the Property. Exceptions are school related fund raising activities from the Boy or Girl Scouts or members of the Band, etc.
- (31) STORAGE SHEDS: No storage sheds or buildings are permitted

- (32) **SPECIFIC IMPROVEMENTS:** No fence, wall, platform, doghouse, playhouse, storage shed, or other structure shall be placed on any Lot without the prior written consent of the Declarant or the Association. Any construction or exterior repairs must be completed with six (6) months of Commencement.
- (33) **TEMPORARY STRUCTURES:** No structure of a temporary nature, including but not limited to manufactured homes, trailer, tent, utility shed, shack or other structures shall be permitted on the Property except as may be required by the Declarant or the Association and its contractors for construction purposes.
- (34) **TENNIS COURTS:** The Declarant and/or the Association shall develop rules for use.
- (35) **THE SPRING HOUSE:** This is a common area constructed for use by the Declarant.
- (36) **USE:** No immoral, improper, offensive or unlawful use shall be made of or on any Lot or Common area, and all laws of governmental agencies shall be observed. No auction, garage or yard sale, flea market, rummage sale, trade, business, or commercial activity may be conducted in or from any Residential Lot, except that an Owner or occupant residing on a Residential Lot may conduct:
- (a) one (1) garage sale per year with approval from the Association
 - (b) business activities within the Residential Lot so long as:
 - (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot:
 - (ii) the business activity conforms to all zoning requirements of the City of Athens
 - (iii) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other resident of the Properties, as may be determined at the sole discretion of the Board.
- (37) **VEHICLES AND BOATS:**
All automobiles, trucks, boats, personal water craft, campers, utility trailers, or other vehicles must be in operative condition and bear current year's tags and may not be parked on any grassed area or vacant Lot. Boats, personal water craft, campers and utility trailers shall not be permanently placed, parked or stored any place other than a garage. No overnight street parking shall be permitted, except on a temporary basis. No tractor trailers, truck vans, utility trailers, or trucks larger than three-quarter (3/4) ton capacity shall be parked on the Property unless inside the garage, except for commercial delivery service vehicles actually engaged at such time in delivery services. No vehicles, boats, personal water craft or campers shall be repaired on Property, except for emergency repairs and winterizing. No mobile homes, campers, house trailers or trucks (other than pick-up trucks) shall be permitted to remain on the Property for more than seventy-two (72) hours. Exceptions are construction trailers used by the builders at the home site under construction. All parking within the Property shall be in accordance with By-Laws adopted from time to time by the Declarant or the Association

(38) VIOLATIONS: Upon violation of any of the By-Laws of the Watercress Preserve Planned Community by the owner of a Lot or house, or by members of his family or his invited guests, the Declarant or the Board may authorize a \$100.00 fine or may bring an action for specific performance or injunction, or both, or for any other remedy allowed or provided by law, including damages and cost. The successful party in any such action shall be entitled to recover his costs and reasonable attorneys' fees incurred in such action.

(39) ANTENNAS: All satellite dishes shall be 18" or less in diameter. Dishes can be attached to one (1) of three (3) areas: roof, brick or a freestanding pole. The dish shall be located in one (1) of two (2) areas: In the rear of the house or on the back fifty percent (50%) of the side of the house the dish is located. If on a free standing pole, the pole shall be less than five (5) feet from the house and the top of the dish shall be less than five (5) feet off the ground. ARC approved shrubs and landscaping shall be implemented to hide the pole from the street. No communication antennas, wires or other paraphernalia shall be permitted on a Lot or House.

ARTICLE V

Association Authority

- (1) CHARGES AND ASSESSMENTS: In addition to all charges and assessments contained herein, the Association shall be empowered to assess each Lot Owner with a proportionate share of all costs and expenses of operating the Association including, but not limited to, insurance, accounting, legal and administrative expenses and any such assessment shall constitute a Special Lot Assessment as herein defined.
- (2) IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- (3) MEETINGS: There shall be a minimum of four (4) scheduled General Membership meetings each calendar year. The Board shall also call other meetings, as it deems necessary. Such meeting shall be held at reasonable times and upon such reasonable notice, as the Board determines appropriate.
- (4) MEMBERSHIP CLASS: There shall be only one class of membership in the Association.
- (5) MEMBERSHIP IN THE ASSOCIATION: Membership in the Watercress Preserve Property Owners Association occurs when the W.P.P.O.A. is created and residency occurs.
- (6) MEMBERSHIP IN SUBSEQUENT PHASES: Membership in the W.P.P.O.A. is created when residency occurs.
- (7) POWER TO ENFORCE: The Association's Board of Directors shall have the power to enforce these rules by whatever means provided by the Laws of the State of Alabama and to recover their costs of enforcement, along with reasonable attorney fees from the infracting Lot Owner. There

shall be a loss of voting privileges for members if determined by the Board to be in violation of nonpayment of monthly dues or a special assessment levied by the Board.

- (8) WATERCRESS PRESERVE PROPERTY OWNERS ASSOCIATION: Declarant shall form an Alabama Non-Profit Corporation to be known as the “Watercress Preserve Property Owners Association” (W.P.P.O.A.) when home occupancy occurs on fifty one percent (51%) of the forty-six (46) lots in the Watercress Preserve Planned Community, Phase I named The Springs.

Article VI

UTILITY EASEMENTS AND OTHER EASEMENTS

- (1) ASSOCIATION EASEMENTS: Only the Association shall have such rights in and to the Common Area as follows:
- (a) for the purpose of providing drainage, landscaping, utilities, and the maintenance thereof.
 - (b) to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of members, agreeing to such dedication or transfer has been duly recorded.
- (2) AMENDMENT: Article VI, Section (1) (b) shall not be amended without the written consent of Declarant so long as Declarant owns any of the Property.
- (3) ACQUISITION OF ADDITIONAL COMMON AREA: Declarant may convey to the Association additional real estate, improved or unimproved, located within, adjacent to, or near the Property which, upon conveyance or dedication, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the use and benefit of all its members.
- (4) EASEMENT FOR PEST CONTROL: There is hereby reserved to the Declarant and the Association a blanket easement upon, above and under the Common Area for dispensing pesticides and over all other portions of the Properties for the dispersal of pesticides dispensed on the Common Areas in order to control insect and vermin.
- (5) UTILITY EASEMENTS: The Declarant and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable blanket easement, privilege, and right on, over, upon, across, through and under the Lots and the Units for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private. By virtue of this easement it shall be expressly permissible for the Declarant and the Association, and its agents, contractors, successors and assigns, to install and maintain facilities and equipment on the Lots and common areas and when required, to excavate for such purposes. This easement shall in no way diminish or affect other recorded easements on The Springs, Spring View or The Lakes at Watercress Preserve Plat or public records. Owners are cautioned that city vehicles must be

capable of traversing the easement to maintain utilities and drainage. Trees, shrubs, etc. should be planted in compliance with City Ordinance 903 and in such manner that vehicles will not damage them.

IN TESTIMONY WHEREOF, the Declarant has caused this Declaration and to be executed by it's duly authorized Manager on this the ____ day of _____, 2008.

Watercress Properties, L.L.C.

By: _____

Joseph S. Christopher
Manager – Declarant

STATE OF ALABAMA

COUNTY OF LIMESTONE

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 ____ day of _____, 2008.

Notary Public

This document supersedes a document entitled Watercress, “The Springs” – Phase I, Declaration of Watercress Property Owners Association, “By-Laws” dated January 10, 2006, as recorded In RLPY BK 2006, PG 1829, 01/10/2006, 02:21:47 PM, Michael L. Davis, Judge of Probate, Limestone County, AL.