



For use until March 31, 2027

**Alabama REALTORS® 2026
COMMUNITY ASSOCIATION DISCLOSURE ADDENDUM**

NOTICE: This is a legally binding document. If you do not understand any of the terms of this document, consult an attorney before signing.

This Addendum is incorporated as part of the Purchase Agreement dated _____ between Buyer(s) _____ (“Buyer”) and Seller(s) John Griggs & Associates Construction, LLC (“Seller”) (collectively, the “Parties”) regarding the property located at or described as _____ 325 Lakes Dr Enterprise AL 36330 (“Property”). The Parties agree as follows:

I. **ACCURACY AND ONGOING DISCLOSURE:** Seller agrees to complete this Addendum entirely and accurately and to ensure its continued accuracy through Closing, including completion of a revised copy of the Addendum, if necessary. Seller will ensure the accuracy of the disclosures made in this Addendum by verifying the information with the Association(s) and/or property manager.

II. **TYPE OF ASSOCIATION:** The Property is subject to the following type(s) of community associations (“Association”): *(Select all that apply.)*

- a) ☒ **Mandatory Membership Homeowners Association:** Buyer is responsible for payment of mandatory annual assessments. The total annual assessment paid to the Association is currently \$420 per year, to be paid in one installment(s).
- b) ☐ **Voluntary Membership Homeowners Association:** If Buyer chooses to become a member of the Association, Buyer shall be responsible for paying a total annual assessment of \$_____ per year, to be paid in _____ installment(s).
- c) ☐ **Mandatory Membership Condominium Association:** The condominium has _____ total units. Buyer is responsible for payment of mandatory annual assessments. The total annual assessment paid to the Association is currently \$_____ per year, to be paid in _____ installment(s).
- d) ☐ **Membership in a Master Association:** The Homeowners or Condominium Association is a member of a master Association. In addition to the fees listed above, Buyer shall be responsible for a total annual payment of \$_____ per year, to be paid in _____ installment(s) to the master Association.
- e) ☐ **Age-Restricted Community:** The Community is age-restricted as follows:
 - i. ☐ 80% or more of units are occupied by at least one person who is age 55 or older.
 - ii. ☐ All units are occupied by persons who are age 62 and older.

III. **SERVICES AND AMENITIES COVERED:** The above-listed assessment(s) cover the following services and amenities:

- a) **For Property:**

☐ Cable/ Other TV	☐ Natural Gas	☐ Electricity	☐ Water
☐ Internet Services	☐ Hazard Insurance	☐ Flood Insurance	☐ Pest Control
☐ Termite Control	☐ Trash Services	☐ Lawn Care	

☒ Other: _____

☐ Other: _____
- b) **For Common Elements:**

☐ Hazard Insurance	☐ Flood Insurance	☐ Concierge/ Gate Attendant
☐ Road Maintenance	☐ Pool/ Sauna/ Hot Tub	☐ Common Area Utilities
☐ Tennis Court	☐ Golf Course	☐ Equestrian Facility
☐ Playground	☐ Exercise Facility	☐ Marina/ Boat Storage

☐ Other: _____

☐ Other: _____

IV. **ADDITIONAL ASSOCIATION FEES**

- a) ☒ **Other Mandatory Association Fees:** The Association assesses an additional fee for one time startup \$210 initiation fee paid by the buyer at closing. The fee is currently \$_____ per year (amount varies if checked and left blank), to be paid in 1 installment(s).
- b) ☐ **Utilities:** The Association bills separately for the following utilities (*select all that apply*): ☐ Electric ☐ Water/ Sewer ☐ Natural Gas ☐ Cable/ Television Services ☐ Internet ☐ Other: _____.

V. **SPECIAL ASSESSMENTS:** There (*select one*) ☐ is ☒ is not a special assessment which (*select one*) ☐ is currently owed, ☐ has been approved, or ☐ is under consideration. (For the purposes of this section, a special assessment which has been voted upon and rejected or has not been disclosed to property owners is not “under consideration.”) Seller’s warranty regarding the full and accurate disclosure of special assessment(s) shall survive the Closing.

- a) If a special assessment is owed, has been approved, or is under consideration, select one:
☐ Currently owed or approved but unassessed in the amount of \$_____.
☒ Under consideration in the estimated amount of \$420.
- b) If Property is subject to an Association and a master Association, please indicate which entity the special assessment is to be rendered to: (*Select all that apply.*)
☒ Association ☐ Master Association
- c) **Liability:** If the Seller fails to disclose or inaccurately discloses a special assessment which was owed, approved, or under consideration on or before the Effective Date of the Purchase Agreement, the Seller shall be liable to the Buyer for the portion that was not disclosed or was inaccurately disclosed.
- d) **Special Assessment Payment:** The **Seller** shall be responsible for payment of any special assessment(s) or installation payment(s) thereof which are considered past due prior to or on the Closing Date. The **Buyer** shall be responsible for payment of any special assessment(s) or installation payment(s) thereof which are considered past due after the Closing Date.

VI. **LITIGATION:** To the extent known or not confidential, there ☐ is ☒ is not any ongoing or threatened litigation related to the Property, common areas/ amenities, or fund management in which the Association is involved. If yes, please describe: _____.

VII. **VIOLATIONS:** Seller ☐ has ☒ has not received any notice of violation from the Association(s), whether past or ongoing. If Seller has received such a violation, please describe, including date, nature of the alleged violation, steps taken to cure the violation, and outcome: _____.

VIII. **COSTS**

- a) **Assessments:** The payment of regular assessments or installation payment(s) thereof which are past due prior to or on the Closing Date shall be assumed by **Seller**. The payment of such costs which are past due after the Closing Date shall be assumed by **Buyer**.
- b) **Account Statement/ Clearance Letter:** The cost of any account statement or clearance letter, including any amounts required to be paid to obtain such document, shall be assumed by **Seller**. Seller shall pay for such document as required by the Closing Firm within two (2) business days of receipt of such request by Closing Firm.
- c) **New Member/Transfer Fees, Etc.:** The cost of any initiation/ new member/ new account fee, capital contribution, one-time fee(s) associated with Closing, fee(s) to transfer equipment such as keys, gate openers, etc., or similar fee (collectively, “Transfer Fees”) shall be assumed by **Buyer**, provided Buyer is given an accurate disclosure of the total amount of such fees below. Seller shall pay any amount in excess of the sum provided below.

Seller warrants to Buyer that sum required under this section is no more than \$_____. (\$0 if left blank.)

IX. MISCELLANEOUS

- a) **Future Fee Increases:** Association fees, charges, and/or assessments (collectively, “Fees”) are subject to potential future increases. Buyer assumes the risk of increased Fees after the Closing Date.
- b) **Outstanding Fees:** Other than otherwise provided herein, Seller shall pay all outstanding fees owed on the Property such that the property is sold free of any lien, encumbrance, or debt to the Association. This shall include Seller move-out fees, foreclosure fees, and any other fees which the Association intends to be paid by the Seller.
- c) **Consent to Reveal Buyer Information:** By signing below, Buyer authorizes Closing Attorney to reveal Buyer’s name and contact information to the Association from which the Attorney seeks a Closing Letter.

X. CONTACT INFORMATION

- a) **Association Contact**
Name of Association: Community HOA Solutions
Contact Person/ Title: Rebecca Long
Property Management Company: _____
Mailing Address: P.O. Box 501, Dothan, AL 36302
Email Address: rlong@communityhoasolutions.com
Website: www.communityhoasolutions.com Telephone Number: 334-699-5867
- b) **Master Association Contact**
Name of Association: _____
Contact Person/ Title: _____
Property Management Company: _____
Mailing Address: _____
Email Address: _____
Website: _____ Telephone Number: _____

XI. INCORPORATION – This Addendum will be incorporated as part of the above-referenced Purchase Agreement. All terms not modified by this Addendum will remain in full force.

SIGNATURES:

DocuSigned by:



4/14/2026 | 8:36 AM CDT

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

BUYER SIGNATURE

DATE

BUYER SIGNATURE

DATE

**DECLARATION OF RESTRICTIVE COVENANTS FOR
THE LAKES, PHASE II**

**STATE OF ALABAMA
COUNTY OF COFFEE**

PART A – PREAMBLE:

THIS DECLARATION, made on the date hereinafter set forth by Helios Development Company, LLC, for itself, its successors and/or assigns, hereinafter sometimes referred to as “Declarant” and as defined further as any successor, affiliate, designee or assign who is designated as Declarant as herein referenced.

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lots of The Lakes, Phase II, subdivision, as recorded in Plat Book 4, Page 57, Office of the Judge of Probate, Enterprise, Coffee County, Alabama, hereinafter sometimes referred to as “Subdivision” or “the Properties”;

WHEREAS, Declarant for itself and its successors and/or assigns does hereby covenant and agree that the following restrictions and covenants shall apply to said Subdivision;

NOW THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Properties and be binding on all parties having any rights, title or interest in the described properties, any other property which may be subject to this Declaration or any parts of either, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

PART B - AREA OF APPLICATIONS:

B-1 Application: As designated herein; these covenants shall apply to all lots within the Subdivision and as designated herein and relate to the Subdivision in general.

PART C - COVENANTS:

C-1 Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height. The type of construction of each dwelling/building/structure must be such that the quality of workmanship and materials will complement the pattern of the subdivision and must be approved by the Architectural Control Committee. For structures other than main building also refer to C-2 and elsewhere in this Declaration.

C-2 Architectural Control: No main building, storage building, cabana, any animal housing, swimming pool, hot tub, fences, walls, TV satellite dishes, basketball goals, flag poles, clotheslines, mailboxes or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design

of such buildings or structures have been expressly approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to location of the buildings or other structures in respect to topography and finished ground elevation by the Architectural Control Committee (sometimes referred to as the "ACC."). The ACC may issue and establish Design Guidelines from time to time for the properties in the Subdivision.

- C-3 Size and Quality: It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded. The heated and cooled area of the main structure's first floor, exclusive of porches and garages shall be as follows: At least 2,750 square feet on any water frontage lots at least 2,200 square feet for R-100 lots and at least 1,950 square feet for R-85 lots. All structures will utilize architectural shingles or metal roofs or a combination of the two. All structures shall consist of three exterior façades, (stone, brick and siding) or combinations of the three. All structures shall utilize natural gas HVAC systems, and hot water heaters and plumbing for an additional 3 outlets (fireplace, outdoor grill, etc). No structure shall be taller than two and one-half stories.

- C-4 Building Location: Building locations shall conform to the set-back and/or buffer lines as established on the recorded Plat of the subdivision or approved by the Architectural Control Committee.

- C-5 Easements and Sidewalks: Easements for installation and maintenance of utilities and drainage facilities are, reserved as shown on the recorded plat of the subdivision and shall otherwise be granted as necessitated by any utility companies, public entities or the Declarant. After completion sidewalks will be the responsibility of the declarant until individual lots have been purchased. Once purchased any damage that occurs to the sidewalks will be the individual's responsibility to replace and/or repair as necessary.

- C-6 Nuisance: No noxious or offensive activities shall be carried on upon lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the subdivision.

- C-7 Temporary Buildings: No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and expressly, such temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.

- C-8 Signs: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than three square feet advertising the property for sale or rent, or one sign used by a builder, developer or realtor to advertise the property during the construction and sale period. This limitation/prohibition shall not apply to the Declarant which may install signs as necessary in Declarant's discretion to market the subdivision.

- C-9 Walls and Fencing: No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood, masonry, wrought iron, or finished dark aluminum or equivalent and the design, construction and location of such fence or wall shall be expressly approved by the

Architectural Control Committee and, if applicable, the City of Enterprise. No wooden privacy fences are allowed to be constructed on any waterfront lots. No fence of any type will be erected on the front of any lot. No entrance columns are permitted at the front entry of any lot.

- C-10 Storage Buildings: No storage building shall be erected or placed upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling unless otherwise approved by the Architectural Control Committee and, if applicable, the City of Enterprise; and the design, construction, and location of such building shall be expressly approved by the Architectural Control Committee, and the pitch of the roof of a storage building shall be the same as primary residence or not less than 7/12. No portable or prefab storage buildings are permitted.
- C-11 Satellite Dishes and Antennas: No towers, conductors, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling inside a privacy fence; and the design, construction, and location of such shall be approved in writing by the Architectural Control Committee. No antennae shall be erected or maintained on any lot without the prior written approval of the Architectural Control Committee.
- C-12 Livestock: No animals, livestock or animals of noxious noise of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other traditional household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- C-13 Disposal of Refuse: No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), or other waste shall be thrown, kept or dumped on any lot or street in the subdivision as permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material, shall be kept in a clean and sanitary condition.
- C-14 Sight Distance at Intersection: No fence, wall, edge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway section of a street property line with the edge of a driveway shall be permitted. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.
- C-15 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty five feet.
- C-16 Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted.
- C-17 House and Travel Trailers: Travel trailers shall not be used as a permanent residence while parked on any lot in the subdivision, nor used as a temporary or permanent residence while parked on any street in the subdivision, nor parked permanently on any street in the subdivision. Travel trailers that are or become unsightly, as determined by the Architectural Control Committee, must be hidden from view of the public, or adjoining lot owners. No house trailers shall be permitted to remain within the limits of this subdivision. No boat, boat trailer, house trailer, horse trailer, trailer camper, motor home or any similar items shall be stored on or at any

lot for a period of time in excess of forty eight (48) hours, unless housed in a carport or garage or parked beyond the building set back line or otherwise screened so that it cannot be seen from adjacent and surrounding property.

- C-18 Oil and Mining Operations: No oil drilling, oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- C-19 Recreation Vehicles: No all-terrain vehicles, go-carts, dune buggies or similar vehicles shall be permitted to be stored or parked on any lot except in a carport or other permitted enclosure.
- C-20 HVAC equipment: Outside air conditioning units may not be located in the front yard. All outside air conditioning units shall be hidden from view by shrubbery, or other foliage or fence that otherwise satisfies the requirements hereof. No wall or window air conditioning shall be permitted except with the prior written consent of the Architectural Control Committee.
- C-21 Mailboxes: The Architectural Control Committee will be responsible for the design and location of a uniform mailbox to be placed and used within each residential neighborhood/lot. Unless separate approval is expressly provided by the Architectural Control Committee, all mailboxes will be of a lamp post style. If mandated by the Architectural Control Committee, each lot owner agrees that shall be bound to purchase only a mailbox in conformity with those approved by the Architectural Control Committee. It is the lot owner's responsibility to check with the Architectural Control Committee regarding a proposed mailbox and no brick or column mailboxes are allowed.
- C-22 Parking on streets: There will be no parking in the street adjoining lots at any time with the exception of short term social events.
- C-23 Utilities: Excepting the Declarant, the owner of a lot will not erect or grant to any person, firm or corporation the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said properties without the prior written consent of the Architectural Control Committee. All electrical and telecommunication lines located upon any lot and property subject to this declaration shall be installed and maintained underground.
- C-24 Maintenance: All structures, landscaping and other improvements upon individual lots shall be continuously maintained by the owner thereof so as to preserve a well kept appearance, especially along the perimeters of any lot, including a vacant lot. Lots must be kept neat, clean, orderly, free of debris and litter, mowed, and/or trimmed. Landscaping, including grassing, planting of shrubs, trees, flowers and other aesthetic features may be set out separately by Declarant or homeowner's association so lot owners should inquire and it is their responsibility to do so. All such landscaping shall be completed within one (1) month from the completion of the main structure of any residence.
- C-25 Accumulation of Refuse: No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property) refuse or trash shall be kept, stored, or allowed to accumulate on any part of the properties except building materials during the course of construction of any approved structure. Builders must provide dumpsters on

the property during the construction period. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the lot to provide access to persons making such pickup. Garbage containers shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Committee as not to be visible from any road or from adjacent and surrounding property. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or except as specifically approved by the Architectural Committee.

- C-26 Landscaping: No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a lot and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of a lot, including undeveloped lot. Owners will be required to keep undeveloped lots neat, clean, orderly, free of debris and litter, mowed and/or trimmed within thirty (30) feet of the front line of said lot or parcel and thirty (30) feet of the side line of any corner lot or parcel. This provision shall not apply to the Declarant. Each owner shall install a suitable underground sprinkler system for their lot(s) as part of construction.
- C-27 Detention Ponds and Other Common Areas: The Plat of the subdivision is incorporated herein by reference concerning the location of and maintenance obligations related to any detention pond or common areas by the Homeowner's Association, if one is established, shall collect assessments for the maintenance/repair of the detention ponds and other common areas in the subdivision and be responsible for the same. Otherwise if the Homeowner's Association cannot for any reason properly maintain/repair said ponds or other common areas, all lot owners, except Declarant, shall be responsible, jointly and severally, to maintain and repair the said detention ponds or other common areas. It is anticipated that in the future Declarant will be deeding those ponds (and other common areas) to the Association, if one is established, or lot owners (pro rata) and by accepting of a deed or other conveyance related to any lot, the owners acknowledge they have been so informed of said intention and agree to the same.
- C-28 Other Rights and Regulations as to Common Areas: All lot owners shall have the right to the use and enjoyment of Common Areas which include recreational facilities or improvements, subject to any rules or regulations proscribed by Declarant (as long as Declarant owns any lot or Common Area and has not stated in writing that Declarant cedes such rights) or any Homeowners Association, and either shall be empowered to so proscribe, adopt, amend and repeal rules and regulations related to the use of the Common Areas with Declarant (as long as Declarant owns any lot or Common Area and has not ceded said rights in writing) having final approval authority as to such rules and regulations. In addition, the Homeowner's Association and/or Declarant (as long as Declarant owns any lot or Common Area and has not ceded said rights in writing with Declarant having final authority) shall be empowered to rent, lease or reserve any portion of the Common Areas to any member of the Association; to suspend the right of any owner to use any recreational or social facilities as to the Common Areas; to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area; to permit the use of any facilities situated on the Common Area by persons other than owners, their families, lessees and guests upon payment of reasonable use fees, if any, as established by Board or Declarant; to dedicate or transfer all or any portion of the Common Areas; and the right by Declarant to conduct activities and establish facilities with the Properties as may be set out in this Declaration.

- C-29 Water Supply: Water supply shall be accessed by water lines connected to city water lines. No individual water-supply system shall be permitted on any lot.
- C-30 Sewage Disposal: Provided through the city of Enterprise's sewage system.
- C-31 Drainage: All owners understand that water flows downhill and no lot owner can demand his neighbor of a higher elevation change the natural flow of water that was established before the time the lot owner took possession of the lot to accommodate the lot owner. In the same respect, no lot owner has the right to change the natural flow of water if it affects his neighbor without a written agreement with said neighbor.
- C-32 Environmental Violations: All lot owners understand that once a person purchases a lot, the developer then relinquishes to the lot owner the responsibility for maintaining the environmental quality of their property and the lot owner will monitor and control activities which might be in violation of applicable environmental regulations as set forth by the Alabama Department of Environmental Management or other like governmental agencies and said responsibility could include fines and/or other penalties as a result of violations of the lot owner's property.
- C-33 Garage Sales: Single or Individual Owner Garage Sales are not prohibited as long as they only occur once during one calendar year and then only for one day. The Association will host two (2) annual garage sales for the entire Association if cost and convenience allow. It has been found in the past this will allow for more Owner's participation by working together possible creating larger sales for each Owner. By reducing the individual Owner Garage Sales reduces the volume of traffic except during the coordinated dates posted by the Association. If cost and convenience allow, the two (2) annual dates will typically be in the spring and fall and will be scheduled with input from the Owners.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

- D-1 Membership: The Architectural Control Committee is established and is composed of the Declarant. Declarant shall have the right to designate one or more individuals to act on its behalf. At any time, Declarant shall have the authority to resign and to designate some other person(s), firm(s) or entity(ies) to act as the Architectural Control Committee ("ACC" or "Committee").
- D-2 Procedure: All requests for approval shall be submitted in writing to the Committee prior to any construction. The Committee may require payment of a reasonable fee to review any submissions. The Committee shall timely review the submissions and contact the owner as to whether the submission is approved or denied.

PART E - GENERAL PROVISION:

- E-1 Term of Restrictions: These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2045, at which time said covenants shall be automatically extended for additional successive periods of ten years unless by written and recorded agreement of a majority of the then record owners as of December 31, 2045, or on each tenth year anniversary thereafter, it is determined that they shall no longer apply or shall be otherwise amended or modified.
- E-2 Proceedings Against Violators: If any owner, tenant or occupant of the Subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot or common area in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In addition or alternatively thereto, the Homeowner's Association then in existence shall have the right to cause a lien to be placed against a lot owner's property for an assessment for violation of these covenants. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture or reverter to title.
- E-3 Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- E-4 Attorney Fees and Court Costs: If the party, including the Homeowner's Association (who shall also have the right to cause a lien to be placed against the lot owner's property), attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.
- E-5 Abatement or Removal of Violations: Violations of any restrictions or covenant, shall give Declarant, or its duly designated representative, the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, including the right to file a lien against the property for any expenses, dues or fees owing and such entry and abatement, removal or filing a lien shall not be deemed as trespass or slander of title. Similarly, any Homeowner's Association organized shall have the same right.
- E-6 Deed Restrictions: Declarant may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlines, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.
- E-7 Amendments: As long as Declarant owns at least one lot in the subdivision, it shall have the

unilateral right to amend this Declaration of Covenants. Otherwise, it shall take the vote of at least seventy-five percent (75%) of lot owners to amend these covenants prior to December 31, 2045, but as long as Declarant owns at least one lot in the subdivision, Declarant shall have veto power as to any such amendment. Declarant shall have the right and authority to assign, transfer

and convey its rights as Declarant to any person or entity as evidenced by a separate, written instrument executed by Declarant and recorded in Office of the Judge of Probate, Enterprise, Coffee County, Alabama.

- E-8 Withdrawal or Addition of Property subject to this Declaration: The Declarant reserves the right to amend this Declaration as long as it owns any lot or Common Area, or portion thereof, in the Subdivision for the purpose of adding to or removing any property from this Declaration. Such amendment shall not require the consent of any person or entity other than the owner of the property to be withdrawn or added, if not the Declarant.

PART F - ESTABLISHMENT OF OWNER'S ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS:

- F-1 Declarant may cause to be organized a non-profit Homeowner's Association corporation ("Association") of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development. If such a corporation is started, the Architectural Control Committee and/or Declarant may transfer some or all of its duties hereunder to such corporation.

- F-2 Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. It is disclosed that future phases of The Lakes at Porters Landing may be subjected to the Association such that owners of lots in those future phases may be mandated to be members of the Association.

- F-3 The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to cast one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Should joint owners fail to determine who may vote, the Homeowner's Association shall have the right to determine the owner entitled to cast a vote.

Class B. The Class B members shall be the Declarant and shall be entitled to cast the total number of votes of Class A members plus one. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) December 31, 2045, or
- (b) when Declarant voluntarily ceases membership as a Class B member.

Until such time as Declarant's Class B membership shall cease, Declarant shall have the right to appoint the Board of Directors of the Association.

PART G - COVENANT FOR MAINTENANCE ASSESSMENTS:

G-1 Creation of the Lien and Personal Obligation of Assessments: Each Lot owner hereby covenants to pay to the Association:

- (1) annual assessments or charges, and
- (2) special assessments for capital improvements or for other expenses, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. The Association shall be expressly authorized to file a lien in the Office of the Judge of Probate, Coffee County, Enterprise, Alabama against a lot and owner for delinquent assessments, charges, fees and expenses.

G-2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and/or welfare of the residents in the subdivision and for the improvement and maintenance of the Common Areas, common improvements, insurance coverages for casualties, liability and other risks, detention ponds/drainage structures and subdivision signs within the subdivision.

G-3 Maximum Annual Assessment: The annual assessment shall set by the Board of Directors. The maximum annual assessment may be increased each year not more than 5% above the maximum assessment as set by the Board unless by a vote of two-thirds (2/3) of Class A Members and the Class B Member who are voting in person or by proxy, at a meeting duly called for this purpose.

G-4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association, through its Directors, may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs or replacement of a capital improvement upon the Common Area or detention pond area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Board.

G-5 Date of commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of a lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth

whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

- G-6 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or cause a lien against the property to be recorded at the Probate Office, Coffee County, Enterprise, Alabama, assessing all unpaid charges, assessments, fees, dues and other expenses to the owner and as executed by the President of the Association or his/her designee. Said notice of lien shall be public, constructive notice to all of the presence of said lien. The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- G-7 Declarant's Exemption: Declarant shall be exempt from paying any assessments, fees, dues or expenses levied by the Association.

PART H - OTHER PROVISIONS:

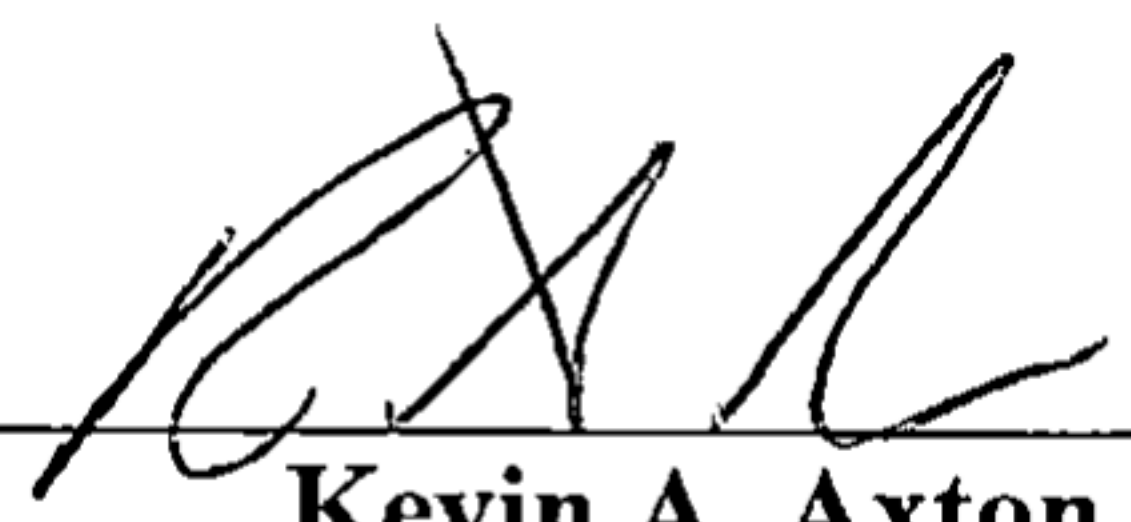
- H-1 Declarant Disclaimer of Liability: No right reserved to Declarant in this Declaration of Restrictive Covenants is intended to imply or express any sufficient reservation of control of or assumption of any liability to any lot or Common Area to the extent that any person or entity would attempt to hold Declarant liable for any wrongful act or omission committed thereon. Instead, any such reservation of rights by Declarant is intended to establish a homogenous, orderly and aesthetically pleasing subdivision development. By accepting a deed or the right to *use* or the right to benefit from any lot or Common Area, all owners, any Homeowner's Association, Homeowner's Association members, users, occupants, leaseholders, licensees, permittees, guests, invitees, and/or any other their employees, family members, agents and/or contractors (all referred to as "releasers") specifically agree to hold Declarant harmless related to any acts or omissions on said lots or Common Areas and releasers specifically covenant not to sue or make claim against Declarant related to said acts or omissions. Releasers agree that they have had the opportunity to sufficiently inspect said lots and Common Areas prior their ownership, use, etc. of the same and Declarant specifically disclaims any and all warranties and is not a guarantor of safety as to any lot or Common Area. *By accepting a deed to any lot or the right to use or the right to benefit from any lot or Common Area, it is agreed by releasers that as to Declarant all lots and Common Areas shall be considered in their AS-IS condition, with no warranties whatsoever by Declarant.*
- H-2 Enforcement: The Declarant, Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant,

Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- H-3 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Done this the 2nd day of Sept, 2021.

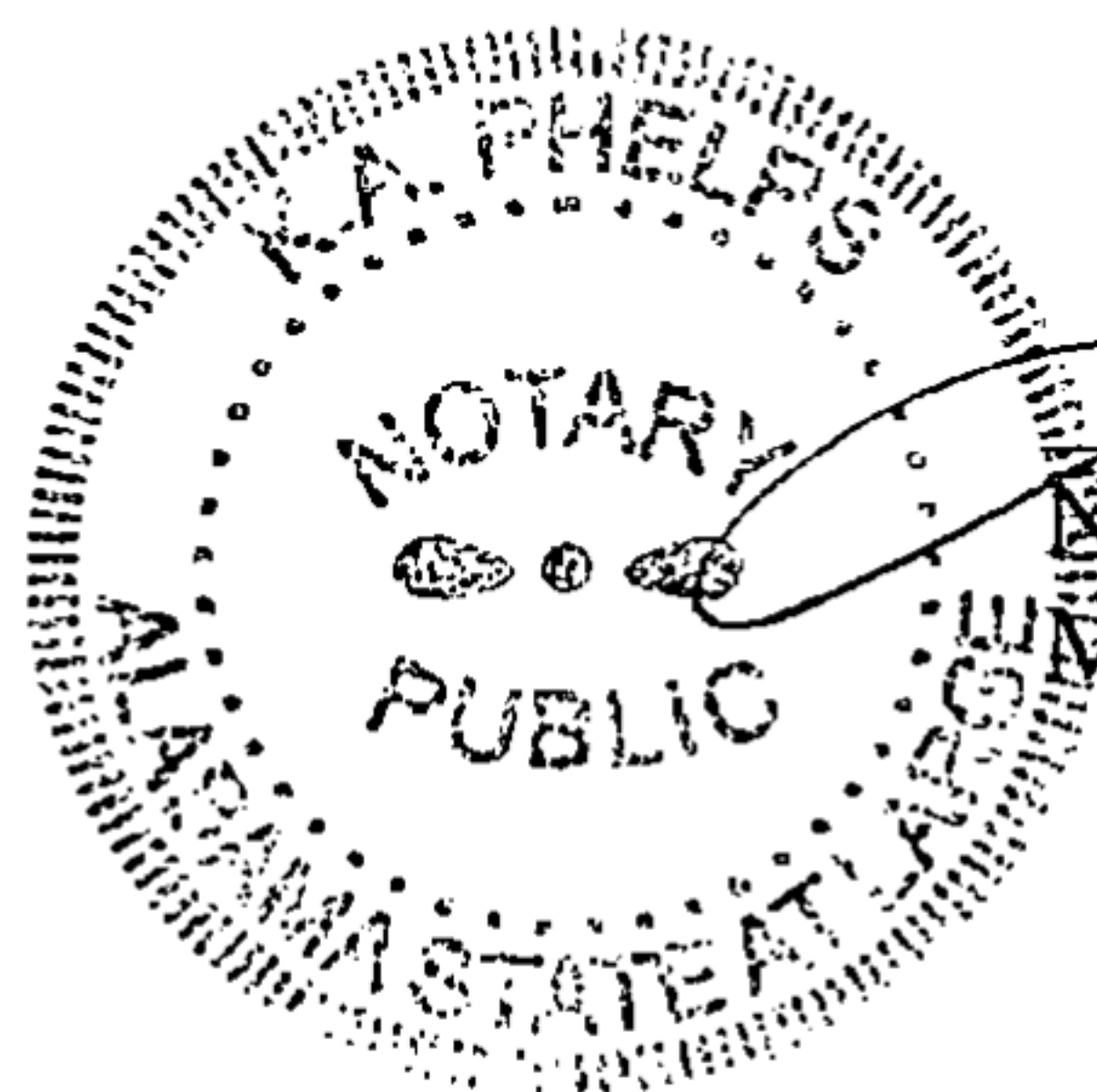
Helios Development Company, LLC

By: 
Kevin A. Axton, Member

STATE OF ALABAMA
COFFEE COUNTY

I, the undersigned authority in and for said County and State, hereby certify that **Kevin A. Axton**, whose name Managing Member of Helios Development, LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument he is such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 2nd day of Sept, 2021.

 
Notary Public
My Commission Expires: 7-16-25