

**DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS  
FOR WATERBOUND**

This Declaration of Restrictions, Conditions and Covenants, made as of the 1st day of August, 2009 by The WaterSound Group, LLC, an Alabama Limited Liability Company ("Declarant").

**-WITNESSETH-**

**WHEREAS**, Declarant is the owner of certain real property situated in Cullman County, Alabama, described as WaterBound Subdivision as shown on the plat recorded in the Office of the Judge of Probate of Cullman County, Alabama, in Document No. \_\_\_\_\_, hereafter known as "Subdivision"; and

**WHEREAS**, Declarant desires, before any of the lots in said subdivision are sold or conveyed to other parties or personas, to subject the Subdivision to the following covenants, conditions, restrictions, and easements for the benefit of the property, its present and subsequent owners, and in order to establish a uniform plan of development, improvement, and orderly sale of the Subdivision;

**NOW, THEREFORE**, Declarant does, by these presents, file the following protective covenants, restrictions, conditions, stipulations, easements, and reservations which shall constitute covenants running with the land and shall be binding on all parties and personas having any right, title, or interest in any lot contained within the Subdivision, and/or their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, as follows:

1. **Definitions:** As used in this Declaration, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural and tenses of such terms:

(a) "Architectural Control Committee" shall mean the committee identified within this Declaration, together with the rights and obligations conferred upon such committee.

(b) "Architectural Control Committee Rules" shall mean the rules, if any, adopted by the Architectural Control Committee.

(c) "Assessment" shall mean the assessments to be assessed against the Owners pursuant to the authority vested in the Association, and such term may include the annual assessments, special assessments, individual assessments, and Common Area Assessments, all as described herein.

(d) "Association" shall mean and refer to the WaterBound Homeowners Association, Inc., an Alabama non-profit corporation, formed or to be formed at or about the same time as the filing of this Declaration under the Alabama Nonprofit Act, as well as its successors or assigns. This is the Declaration of Protective Covenants to which the Articles and By-Laws of the Association make reference.

(e) "Common Area" or "Common Areas", as the case may be, shall mean and refer to all real/or personal property, including property which the Association owns, leases, or otherwise maintains for the use or enjoyment of the members of the Association, and which shall be responsibility of the Association to maintain, and which shall include, without limitation, the following:

(i) Common Areas as designated on the Subdivision Record;

(ii) the entrance area for the Subdivision which is subject to the Entrance Easement;

(iii) all installations for the furnishing of utilities, which may include, and not be limited to, electricity, telephone, natural gas, sanitary sewer, water service, and television cable not immediately appurtenant to any Dwelling;

(iv) all outdoor exterior lighting not situated within the boundaries of any Lot;

(v) landscaping, trees, and walkways not situated within the boundaries of any Lot (which shall include the main entrance, median, and any landscaping within the Entrance Easement); and

(vi) all storm sewer located anywhere on the Property.

(f) "Member" shall mean any person who is a member of the Association. Every Owner shall be a member.

(g) "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, employees or invitees of any Owner and their respective family members, guests, tenants, employees, invitees and any other person who occupies or uses any Dwelling within the Development. All actions or omissions of any Occupant is and shall be deemed the action or omission of the Owner of such Dwelling.

(h) "Owner" shall mean and refer to the record owner of fee simple title to any Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons.

(i) "Property" shall mean and refer to all the Lots within the Subdivision and all easements as reflected on the Subdivision Record Map.

(j) "Purchaser" shall mean any person who acquires any Lot.

2. **Residential Use Only:** All Lots shall be used for single-family residential purposes exclusively. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling. This shall not, however, prevent the construction of a separate freestanding garage, boathouse, pier, dock, gazebo, or other outbuildings which has been approved by the Architectural Control Committee and conforms to standards and policies established by the Alabama Power Company.

3. **Architectural Control Committee:**

(a) No building shall be erected, placed or altered on any Lot and no lot shall be cleared of vegetation until the construction plans, construction specifications, a plat showing the location of the structure on the Lot and a landscape plan, showing the type, size and location of plants and trees, have been approved by the Architectural Control Committee. The landscape plan must include sod in the front yard of the lot. Approval will be to (1) insure the harmony of the external design with existing or planned structures and (2) to identify location with respect to topography and finish grade elevation. Approval shall be as hereinafter provided.

(b) The Architectural Control Committee (the Committee) is composed of E. Wayne Bonner, Jeff Mullins, and Joseph M. Cloud. Any vacancy on the Committee may be filled at the discretion of the remaining Committee members. This Committee is subject to change periodically and without notice. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant.

(c) No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Subdivision, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Control Committee.

(d) The Architectural Control Committee shall have the authority to require the submission of such plans and specifications for any improvement, or structure of any kind or any change, modification or alteration thereof which the Architectural Control Committee deems necessary to assess such request. These plans and specifications may include, but are not limited to:

(i) An accurately drawn and dimensional plot plan showing all setbacks, easements, proposed structures, drives, and walks;

(ii) A foundation plan, floor plan, and exterior elevations of the dwelling as it will actually appear after all backfilling and landscaping is done from finished ground up;

- (iii) The plans must include a specifications list of proposed materials and samples of exterior materials and colors; and
- (iv) The name and address of the owner's general contractor who will construct the residence or any improvement to the lot.

(e) In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available, the Architectural Control Committee may record in the appropriate land records office a notice of violation naming the violating Owner.

(f) Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee or the members thereof assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Control Committee, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he/she will not bring any action or suit against Declarant, the Architectural Control Committee, employees, and agents of any of them to recover any such damages and hereby releases, remise, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

(g) All decisions by the Architectural Control Committee under these covenants shall be decided in its absolute discretion and shall be final.

(h) The authority of the Architectural Control Committee shall include the approval of construction plans, plot plans showing the location of the dwelling and any and all other structures to be located on said Lot, landscape plans, exterior paint colors, exterior materials and color, roof type and color of shingles. The builder and subsequent owner of a residence shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Architectural Control Committee.

(i) Neither the Architectural Committee nor any member thereof shall be liable to any Owner, Occupant or to any other party for any damage, loss, or prejudice suffered on account of the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or the execution or filing of any actions, motion, certificate, petition, or protest in the courts of the United States or the State of Alabama or, with any other governmental board or body, whether or not the facts stated therein are true and correct. Neither the Architectural Committee nor any member thereof shall have any liability for structural defects, building code compliance, or similar issues, the sole responsibilities of the Architectural Committee being limited to aesthetic approvals and compliance with the Declaration.

4. **Dwelling Quality and Size:** The heated and cooled area of the main structure, exclusive of open porches, terraces, basements, carports, and garages, shall be not less than two thousand (2,000) square feet on lakefront lots and one thousand six hundred (1600) square feet on lake view lots, however, the main level of any two-story residence must contain a minimum of one thousand two hundred (1,200) square feet. All dwellings shall be constructed with quality workmanship and materials substantially the same or better than those required by the International Code Council currently in force and effect at the time of construction. No mobile homes or modular homes shall be allowed on any lot, either permanently or temporarily.

(5) **Building Location:** No building shall be located on any Lot nearer the front lot line or nearer to the side and rear lot lines than the minimum building setback lines required per the recorded plat. The setback lines are as noted on the plat, which is a 25 foot front setback line; 10 foot side setback line; and no further toward the lake than the 522 contour line. For the purpose of this Covenant, eaves, steps and overhang stoops shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. In order to insure the privacy of each Owner, and to insure a development that is aesthetically pleasing, no dwelling shall be built where the front-most portion of the dwelling is further from the front lot line than 100 feet unless approved in writing by the Architectural Control Committee. On corner lots, the garage doors should be on the side of the house where they are least visible from the street or the across the street neighbor. In the event Declarant shall decide, in its sole discretion, that strict enforcement of the setback lines and distances contained herein, would work unnecessary hardship in any specific case, then Declarant shall have the right to waive the setback requirements contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of Cullman County, Alabama.

(6) **Temporary Structures:** No structure of a temporary character including, without limitation, a mobile home, a trailer, camper, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No permanent outbuilding of any kind may be constructed or placed on the lot. Pool houses may be acceptable; however, they are subject to written approval of the Architectural Control Committee.

(7) **Easements:**

(a) Easements for installation and maintenance of drainage facilities are reserved as shown on the Plat. No structures, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow or drainage channels in easements, or that may obstruct or retard the flow of water through drainage channels in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to vacate and relocate any drainage facilities shown on the Plat.

(b) Declarant reserves an easement for ingress and egress as may be necessary to provide utilities services to dwellings constructed on any lot. Declarant further reserves the right to grant such utility easements as are necessary to provide utility services to dwellings constructed on any lot.

(c) Developer hereby declares an easement across the Common Area shown on the Subdivision Record Map for a landscaped entrance area into the Subdivision (the "Entrance Easement"). The Entrance Easement shall constitute a Common Area and shall be subject to all terms and conditions set forth in this Declaration with respect to Common Areas.

(d) Pedestrian easements and common areas are shown on the recorded plat and the care and maintenance of such are the responsibility of the WaterBound Homeowners Association.

(8) **Maintenance:** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. Each Lot Owner shall properly maintain his yard and keep his yard free of trash and any unsightly material. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property.

(9) **Signs:** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than nine square feet advertising the property for sale or rent or a sign used by a builder to advertise the property during the construction sales period. Entry signs placed by the Developer are excluded from this restriction. Only two (2) signs may be placed on a Lot during the construction period. All other signs must be approved by the Architectural Control Committee.

(10) **Oil and Mining and Mineral Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any Lot.

(11) **Livestock and poultry:** No animals of any kind shall be raised, bred, or maintained for any commercial purpose. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not generate offensive noise or odor.

(12) **Nuisances:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No outside clotheslines shall be permitted. No window air conditioning units shall be permitted. All premises shall be kept in a clean and attractive manner, and no refuse piles or unsightly objects shall be allowed to remain on any lot. Garbage cans, equipment, doghouses, woodpiles, or storage piles must be concealed by hedges, lattice work, or screening acceptable to the Committee.

(13) **Commercial Vehicles and Repairs of Automobiles, Equipment and Machinery:** No trucks, boats, trailers, commercial-type vehicles, motor homes, campers, construction equipment, mobile homes, or trailers of any kind shall be stored or parked on any tract except in a designated area approved by the Committee, nor shall they be parked on any street within the Subdivision, except while engaged in transporting to or from a residence in the Subdivision. No repair or maintenance of vehicles shall be allowed on any lot or street in the Subdivision with the exception of minor or emergency repairs.

(14) **Garbage and Refuse Disposal:** No lot or other property in the Subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary and sightly containers. All equipment for the storage or disposal of such material shall be kept in a clean, sightly, and sanitary condition.

(15) **Sewage Disposal:** No individual sewage disposal system shall be permitted on any tract. Each Lot owner shall connect to the sewer system which will be installed and shall be responsible for paying any and all associated fees to the operator of the sewage system designated by Declarant. Each Lot owner may be required to execute such documents as may be required by the operator of the sewage disposal system, and to install approved sewage grinder pumps for each dwelling unit.

(16) **Utilities Serving the Premises:** All utilities serving buildings located on any lot must be located underground; provided, however, that this provision shall not prohibit the erection of temporary above-ground utilities incident to the construction of buildings or structures approved by the Committee. No wells may be drilled, created, or maintained on any lot.

(17) **Walls and Fences:** The Architectural Control Committee will issue guidelines detailing acceptable fence styles, but in no event will a woven wire, hog wire or barbed wire fence be approved. Prior to starting construction of any fence a plan showing where the fence is to be located and a cross section of the fence must be submitted for approval to the Architectural Control Committee. The design and location must be approved by the Architectural Control Committee.

(18) **Land Elevation and Landscape Plan:** No substantial changes in the elevations of any lot or the flow or capture of surface water on said lots shall be made without the prior written approval of the Committee. A detailed landscaping plan in conformity with Alabama Power requirements and ADEM "Best Management Practices" must be approved by the Committee prior to the commencement of any work. No clear-cutting of trees is allowed, other than for the actual location of the house or other approved structure. Lot owners shall not allow, at any time, the height of the grass growing on his lot to exceed six inches (6") or some different uniform height later determined by the Committee. If grass exceeds this requirement, after notice, the WaterBound Homeowner's Association or the Committee can have the grass cut and charge the Lot Owner twice the amount paid for the service.

(19) **Construction Debris and Portable Toilet Facilities:** The exterior of each house, the driveway, and all landscaping must be completed on or before the expiration of one (1) year from commencement of construction. During the period of construction, it shall be the responsibility of the lot owner to insure that the builder, or any other contractor or subcontractor working on the premises, keeps the Lot and job site in a clean and safe condition. All trash and construction debris shall be contained in a refuse container and such container shall be removed and emptied on a periodic basis when full or unsightly. All refuse containers must be located on the Lot and cannot be located in the street. All portable toilet facilities must be placed on the Lot and not in the street. No dirt, gravel or other construction material may be dumped or stored on the street or sidewalk. During construction, the lot owner must insure that a temporary gravel driveway is constructed from the street to the building area and that mud or other debris is kept off the street and sidewalks. The lot owner shall be subject to a fine as determined by the Architectural Control Committee for failure to comply with this section. The Architectural Control Committee shall be the final arbiter of any complaint under this section and its decision shall be final. The Architectural Control Committee reserves the right to transfer its authority under this provision to the WaterBound Homeowner's Association.

(20) **Alabama Power Company Shoreline Management Policy:** Any alteration to the shoreline and all piers, docks, or boathouses must be approved by and conform to the policies, standards and procedures established by the Alabama Power Company and its shoreline management policies.

(21) **Satellite Dishes:** All satellite dishes must be less than twenty (20) inches in diameter and shall only be placed in a location approved by the Committee; provided, however, that if changes in technology (e.g. HDTV) result in different size dishes, the committee may change this provision to accommodate such changes. All outside antennas, ham radio antennas, and microwave transmission antennas are prohibited.

(22) **Garages and Driveways:** No garage shall be built that shall accommodate less than two (2) cars, i.e. no single car garages are allowed, unless approved in writing by the Architectural Control Committee. All driveways leading to garages shall be of concrete material, unless approved in writing by the Architectural Control Committee.

(23) **Mailboxes:** All mailboxes, erected on any Lot or street right-of-way, must conform to one standard design. A design will be provided as approved by the Architectural Control Committee and such design will be made available to the Owner upon approval of building plans by the

Architectural Control Committee.

(24) **Boathouses:** All boathouses must be approved by the Architectural Control Committee and Alabama Power Company. The use of all aluminum boat houses are encouraged and, more specifically, boat houses constructed by Flotation Systems, Inc., of Cullman, Alabama, are the only boat houses currently acceptable to the Architectural Control Committee.

(25) **Exterior:** Except as may be permitted by the Architectural Control Committee, the exterior material of all improvements should be predominately Hardi-plank siding and stone. The Architectural Control Committee will consider improvements with other exterior materials, but under no circumstances may such improvements be constructed of natural, untreated, or stained wood. All such wood or siding materials must be painted. No owner shall change the roof type, color of shingles, brick type, color of brick, or paint without prior written consent of the Architectural Control Committee.

(26) **Term:** WaterBound Covenants are to run with the land and shall be binding on all the 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 an instrument signed by a majority of the then recorded owners of the lots has been recorded, agreeing to change said Covenants in whole or in part.

(27) **Enforcement of Covenants:** Enforcement of these Covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damage.

(28) **Covenant for Assessments:**

(a) Each Owner, by acceptance of a deed for a Lot, whether or not it should be so expressed in such deed, shall be obligated and hereby covenants and agrees to pay to the WaterBound Homeowners Association (or to an independent entity or agency which may be designated by the Association to receive such monies), in the manner set forth herein: (i) Annual Assessments, if any, charges levied each year by the Association; (ii) Special Assessments, if any, for capital improvements, such Assessments to be established and collected as hereinafter provided; and (iii) Individual Assessments, if any, which may be levied against any Lot and the Owner thereof as a result of such Owner's or Occupant's failure to comply the terms of these Protective Covenants. Lots owned by the Developer shall not be subject to any Assessment by the Association, be it Annual, Special or Individual Assessments. The Annual, Special and Individual Assessments, together with interest, late charges, costs and reasonable attorney's fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such Assessment is made, which lien may be enforced in the manner hereinafter provided and as allowed by law. Each such Assessment, together with interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

(b) Purpose of Assessments. The Assessments levied by the WaterBound Homeowners Association and/or Architectural Control Committee shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas, and of any easement in favor of the WaterBound Homeowners Association and/or the Owners/Occupants, as well as for such other purposes as are properly undertaken by the WaterBound Homeowners Association. No profit, gain, or other benefit is to be derived by the WaterBound Homeowners Association from the Assessments, but, instead, such funds shall be expended only as agent for the Owners, and no part of the net earnings of the WaterBound Homeowners Association shall inure (other than acquiring, constructing or providing management, maintenance, and care of the Common Areas) to the benefit of any individual.

(c) Individual Assessment. Any expenses incurred by the WaterBound Homeowners Association and/or the Architectural Control Committee in enforcing any of the provisions of these Protective Covenants against any specific Owner or Occupant shall be deemed an Individual Assessment against such Owner and the respective Lots owned by such Owner. Such Individual Assessment shall be levied by the WaterBound Homeowners Association and Architectural Control Committee and shall be specified in a notice to the Owner, which notice shall also specify the due date for payment of the same.

(d) Annual Assessments. The WaterBound Homeowners Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Areas and such other recurring or projected expenses as the Board of Directors of the Association may deem appropriate. The Annual Assessment shall commence on January 1 of each year, and shall be paid in advance.

(e) The annual assessments will be prorated from the date the sale to a purchaser after improvements are made by the builder/owner. The Builder that purchases the lot from the developer shall not be charged an annual assessment.

(f) Special Assessments. In addition to the Annual Assessments specified herein, the WaterBound Homeowners Association may levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, provided that any such Assessment must have the assent and approval of (i) at least fifty-one percent (51 %) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose; and, (ii) to the extent Developer is the Owner of any Lot in the Development, the approval of the Developer.

(g) Effect of Non-Payment of Assessments: Liens: Remedies. Any Assessment (whether Annual, Special or Individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any Assessments not paid by the due date for the same shall be subject to a late charge, which the Board of Directors of the WaterBound Homeowners Association may from time to time establish. In the event any Assessments or other amounts due to the WaterBound Homeowners Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:

(i) The WaterBound Homeowners Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for Assessments and other amounts include the late charge and interest specified above as well as all attorney's fees, court costs and all other costs and expenses paid or incurred by the Association in connection therewith; and/or

(ii) The WaterBound Homeowners Association may enforce the lien created herein, as hereinafter provided. The lien created herein shall secure the payment of any and all Assessments (Annual, Special and Individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorney's fees, court costs and all other expenses paid or incurred by the WaterBound Homeowners Association in attempting to collect the Assessments and in maintaining any legal action in connection therewith. If any Assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the WaterBound Homeowners Association shall make written demand on the defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the WaterBound Homeowners Association may file a claim of lien against the Lot of such delinquent Owner, which claim shall be executed by any

member of the Board of Directors of the WaterBound Homeowners Association or any officer of the Association and shall be filed for record in the Probate Office of Cullman County, Alabama. The lien provided for herein shall be in favor of the WaterBound Homeowners Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The WaterBound Homeowners Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the WaterBound Homeowners Association and/of its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the WaterBound Homeowners Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amount due from such Owner, (other than Developer) may waive or otherwise be exempt from the liability to pay the Assessments provided herein.

(29) **Scriveners' Error:** Notwithstanding the foregoing amendment provision, any scriveners' error omission may be corrected by the filing of any amendment to this Declaration consented to by Developer and any Owners or Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions that do not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment of this Declaration executed by the Developer without the consent of any other party.

(30) **Invalidation of Covenants:** Invalidation of any one of these Covenants by Judgment or court order shall in no way affect any of the provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed their signature to this document this 1st day of August, 2009.

**The WaterSound Group, LLC**

By: \_\_\_\_\_  
E. Wayne Bonner, Managing Member

STATE OF ALABAMA            )  
  )  
COUNTY OF MADISON        )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that E. Wayne Bonner, whose name as Managing Member of The WaterSound Group, 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 executed the same voluntarily and with full authority, for and as the act of said Company on the day same bears date.

GIVEN under my hand and seal on this the \_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_