

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

**REFLECTIONS ON THE WATER**  
**(Barbour County, Alabama)**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made this 17 day of September, 2007, by **ALFRED SALIBA CORPORATION**, an Alabama corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of approximately 32.37 acres of land located in Barbour County, Alabama, described in Article II of this Declaration and referred to herein as "Reflections on the Water" and desires to dedicate the "Reflections Land" as an upscale residential development; and

**WHEREAS**, Declarant intends to develop and sell a portion of the Reflections Land, and to restrict the Reflections Land in accordance with a common plan designed in order to set apart Reflections on the Water as an upscale residential community and to preserve and enhance the value and residential qualities of the Reflections Land for the benefit of its future owners; and

**WHEREAS**, Declarant has caused the Association to be formed to serve as the representative of Declarant and to enforce these covenants.

**NOW, THEREFORE**, Declarant declares that the Reflections Land shall be held, sold, conveyed or encumbered, rented, used, occupied and improved subject to the Easements, Restrictions, Covenants and Conditions set forth below expressly and exclusively for the use and benefit of the Reflections Land and of each and every person or entity who now or in the future owns any portion of the Reflections Land.

**ARTICLE I**  
**DEFINITIONS**

**SECTION 1.** The following words, when used in this Declaration or any supplemental Declaration (unless the content shall prohibit), shall have the following meanings:

Accessory Building shall mean and refer to a subordinate building, the use of which is incidental to that of the Dwelling Unit, and located on the same Lot therewith.

Alterations shall mean or refer to change or rearrangement, as applied to a building or structure (including a Dwelling Unit or Accessory Building), in the structured parts or enlargement, whether by extending on the side or increasing by height.

Association shall mean or refer to the Reflections on the Water Residential Association, Inc., an Alabama non-profit corporation, its successors and assigns.

Board shall mean the Board of Directors of the Association.

Boat Slips shall mean those certain boat slips and the covered landing dock located on and adjacent to the Creek. Neither the Declarant nor the Association owns the Boat Slips. The Association has a revocable permit with the Corps for the use of the Boat Slips.

Commercial Property shall mean certain real property owned by Declarant, or an affiliate of Declarant, consisting of approximately 3.59 acres and located adjacent to U.S. Highway 431 to the East of the Reflections Land.

Committee shall mean the Architectural Review Committee of at least three persons, appointed by Declarant. At such time as Declarant may fail or decline to appoint members of the Committee, the Board will appoint persons to fill the vacancies on the Committee.

Common Area shall mean all real property (including the improvements thereon), which may in the future be deeded by Declarant or others to the Association for common use and enjoyment of the Owners.

Common Equipment shall mean all street lighting, appliances and other equipment which may in the future be transferred to the Association for common use and enjoyment of the Owners. The Common Equipment may be placed upon Common Areas or within street rights-of-way.

Corps shall mean the United States Army Corps of Engineers, an instrumentality of the United States government.

Corps Property shall mean the land owned by the Corps and shown on the Plat of the Reflections Land. The Boat Slips and the Fishing Docks each constitute a portion of the Corps Property, together with certain walking trails and parkland connecting the Boat Slips and Fishing Docks to one another.

Creek shall mean Cheneyhatchee Creek, which is located in the immediate vicinity of the Reflections Land and is a tributary of Lake Eufaula.

Declarant shall mean Alfred Saliba Corporation, an Alabama corporation, its successors or assigns.

Dwelling Unit shall mean and refer to any portion of a building situated upon the Reflections Land, designed and intended for use and occupancy as a residence by a single family unit.

Family shall mean one or more persons related by blood, marriage or adoption, occupying a Dwelling Unit and living as a single, non-profit housekeeping unit.

Fishing Dock shall mean the three fishing docks located on property owned by the Corps and adjacent to the Creek.

Lot shall mean and refer to any plot of land designated by number and located in the Reflections Land.

Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated upon the Reflections Land.

Plat shall mean that certain Final Plat of "Reflections on the Water" Subdivision recorded in the Probate Office in Plat Book ES, Page 23.

Probate Office shall mean the Office of the Judge of Probate of Barbour County, Alabama.

Reflections Land shall mean the approximate 32.37 acres of land now owned by Declarant and more particularly described in Article II.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The property subject to the terms of this Declaration is the Reflections Land, which is approximately 32.37 acres of land in Barbour County, Alabama, now owned by Declarant and shown on Exhibit "A" attached hereto and made a part hereof. **NEITHER THE CORPS PROPERTY NOR THE COMMERCIAL PROPERTY CONSTITUTES ANY PORTION OF THE REFLECTIONS LAND AND SUCH PROPERTIES ARE NOT SUBJECT TO THE TERMS OF THIS DECLARATION. A LOT OWNER HAS THE RIGHT TO USE THE CORPS PROPERTY ONLY AS MAY BE PERMITTED BY THE CORPS FROM TIME TO TIME.**

## ARTICLE III PROPERTY RIGHTS

**SECTION 1.** Each Owner shall not have any individual right or easement for use with respect to the Common Area. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association acting through its Board. **THE ASSOCIATION SHALL HAVE THE RIGHT TO SET MAINTENANCE ASSESSMENTS AND CAPITAL IMPROVEMENT ASSESSMENTS OR TO FORECLOSE A LIEN FOR NON-PAYMENT OF ASSESSMENTS, ALL AS PROVIDED HEREAFTER.**

**SECTION 2. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to such Owner's invitees and guests, including members of his Family.

**SECTION 3. Boat Slips.** The Association has a revocable permit with the Corps for the operation of the Boat Slips and may designate the right to use a particular Boat Slip to a particular Owner from time to time, subject to (i) the Association's right to assess such Owner of the use of the Boat Slip (as further provided under Article VII, Section 1 hereinbelow) and (ii) the Corps continued agreement to permit the Association to designate the use of the Boat Slips to particular Lot Owners. **NO LOT OWNER SHALL BE ENTITLED TO THE USE OF A BOAT SLIP MERELY BY VIRTUE OF THE OWNERSHIP OF A LOT WITHIN THE REFLECTIONS LAND. THE BOAT SLIPS ARE LOCATED ON CORPS PROPERTY, WHICH IS SEPARATE AND DISTINCT FROM THE REFLECTIONS LAND, AND ANY LOT OWNER'S USE OF A BOAT SLIP MAY BE SUBJECT TO SUCH RULES AND REGULATIONS AS THE CORPS MAY ADOPT FROM TIME TO TIME. USE OF THE BOAT SLIPS IS BY VIRTUE OF A REVOCABLE PERMIT ISSUED BY THE CORPS TO THE ASSOCIATION, AND THE CORPS MAY REVOKE SUCH PERMIT AT ANY TIME.**

## ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**SECTION 1. Membership.** Every Owner of a Lot which is subject to assessment 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.

**SECTION 2. Qualifications.** The members of the Association shall consist all of the record Owners of Lots in the Reflections Land and each Lot Owner shall be entitled to one vote for each Lot owned, as shall be established by recording in the Probate Office of a Deed or other instrument establishing record title to a Lot in the Reflections Land and delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated, provided such prior Owner is not a record Owner of other Lots within the Reflections Land.

**SECTION 3. Voting Rights.** The voting rights of the members of the Association shall be subject to the terms and conditions of the Bylaws of the Association, once such Bylaws have been prepared, executed and recorded.

## **ARTICLE V COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS**

**SECTION 1. Residential Building.** All Lots in residential areas (expressly excluding the Common Areas) shall be used exclusively for residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling and Accessory Buildings.

**SECTION 2. Location of Houses.** Declarant reserves unto itself, its successors and assigns, as to the Reflections Land, the right to control absolutely and to decide solely the precise site and location of any Dwelling Unit or other structure on every Lot within the respective development.

**SECTION 3. Casualty.** Any dwelling or other structure destroyed in whole or in part must be rebuilt or removed within one (1) year of such destruction. All debris must be removed and the Lot otherwise restored to a sightly condition within ninety (90) days of such destruction. During construction, all vehicles will park on the respective Lot in an area approved by the Committee. All deliveries will be made to a designated zone on the Lot. Construction drive must be covered with aggregate for a distance of seventy-five (75) feet from the paved street. Written approval by the Committee must precede the initiation of construction of any structure on a Lot, including, without limitation, a Dwelling Unit or Accessory Building.

**SECTION 4. Trees.** No tree measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of Declarant, unless said tree is located within ten (10) feet of the main Dwelling Unit or Accessory Building or within ten (10) feet of the site for such building or unless said tree is located within the limits of an approved driveway.

**SECTION 5. Water System.** The Declarant has installed a public water system in Reflections, which water system is an extension of the general water supply system of Eufaula Water Works And Sewer Board (the "Water Department"), its successors and assigns. It shall be the obligation of the Owner of a Lot in Reflections to use the public water system as the only source of supply to the Owner's residence as directed by the requirements of the Alabama State Public Health Department. All required connection fees shall be paid by the Owner, and all charges for the use of water by Owner shall be paid by the Owner to the Water Department. Water use and service lines shall be subject to the applicable regulations of the Water Department, its successors and assigns, or appropriate governmental authorities.

**SECTION 6. Temporary Structures.** A structure of a temporary nature shall not be placed upon a Lot at any time. It is clearly understood that these temporary construction shelters may not at any time be used as residence or permitted to remain after the completion of construction.

**SECTION 7. Vehicle Parking.** Vehicle parking in driveways and on the street in front of Dwelling Units shall be limited to temporary parking of guests or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any other vehicle of any other description in the street, driveway, yards of residences, in front of the principle building setback lines, shall be subject to regulation by the Association. Vehicle parking in grass shall not be permitted. Overnight on-street parking is not permitted.

**SECTION 8. Utility Easements.** Declarant reserves unto itself, its successors and assigns, as to the Reflections Land, a perpetual, alienable, and assignable easement right on the surface of, under and over the ground to erect, maintain and use electric and telephone poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities and drainage on, in, or over such areas as are shown on the Plat; provided, further, that Declarant, may cut drain ways for surface waters wherever or whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubberies, make any grading of the site, or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance, and safety. The establishment of these easements is in no way to imply that all utilities will be installed by Declarant. The easement area shall be maintained continuously by the Owner of the respective Lot, except for those improvements for which a public authority or utility company is responsible.

**SECTION 9. Underground utilities.** In order to beautify the Reflections Land for the benefit of all Lot Owners and to permit the utility companies to install underground utility services to each Lot, no Lot Owner will commence construction of any structure on a Lot until such Owner (1) notifies the utility companies that such construction is proposed, (2) grants in writing to said companies such rights and easements as they request in connection with their construction, operation, maintenance and removal of the underground service laterals on each Lot and (3) provides at his, her or its own expense, and in accordance with specifications to be furnished by the utilities, all excavating, trenching and backfilling which said utility company requests in connection with the installation of the underground service or service laterals on each Lot. No Lot Owner will 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 type or kind for electrical, electronic communication, or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the Reflections Land). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables.

**SECTION 10. Electric Services.** When electric services are requested and supplied by Alabama Power Company ("APCO") from an underground system, the trenching and backfilling from the front property line to the metering point will be the responsibility of the Lot Owner requesting service. No overhead wires, poles or overhead facilities for any kind of electrical, telephone or cable service or other utility shall be permitted on any part of said property except at those places where overhead distribution facilities are necessary to provide system capacity for APCO underground system. A perpetual ten (10) foot exclusive easement is reserved to APCO, its successors and assigns, for each service lateral extending from the front property line of each Lot to the metering point of each Lot. Pursuant to an agreement between the owner and APCO, APCO will provide each Lot Owner with an outdoor metering trough to be installed by and at the expense of said owner on the rear or side exterior of each Dwelling Unit, and subsequent to Owner's completion of excavation work necessary in connection therewith, will provide and install at its own expense, the underground service lateral extending from the incoming service point to the outdoor metering trough of said Dwelling Unit. APCO, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough (exclusive of circuit

breakers) servicing each said Dwelling Unit, and said service entrance facilities provided by APCO will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property belonging to APCO, its successors and assigns, and will be subject to removal by APCO, its successors and assigns. Similar agreements may be reached with other utility providers and in such event Declarant may similarly obligate the Reflections Land.

**SECTION 11. Gas Services.** When gas services are requested and supplied by Southeast Alabama Gas Company (the "Gas Authority") from an underground system, the trenching and backfilling from the front property line to the metering point will be the responsibility the Lot Owner requesting service. A perpetual ten (10) foot exclusive easement is reserved to the Gas Authority, its successors and assigns, for each service lateral extending from the front property line of each Lot shown on the Plat to the metering point of each Lot, pursuant to an agreement between the owner and Gas Authority. Gas Authority will provide the Owner of each Lot on which a Dwelling Unit is constructed with an outdoor metering trough to be installed by and at the expense of said owner on the rear or side exterior of each Dwelling Unit, and subsequent to Owner's completion of excavation work necessary in connection therewith, will provide and install at its own expense, the underground service lateral extending from the incoming service point to the outdoor metering trough of said Dwelling Unit. Gas Authority, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough servicing each said Dwelling Unit, and said service entrance facilities provided by Gas Authority will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain movable personal property belonging to said Gas Authority, its successors and assigns, and will be subject to removal by Gas Authority, its successors and assigns. Similar agreements may be reached with other utility providers and in such event Declarant may similarly obligate the Reflections Land.

**SECTION 12. Garages/Outbuildings.** No separate garages or outbuildings or auxiliary structures of any kind or nature shall be erected or allowed to occupy any portion of any Lot and no such building shall be constructed, used or occupied prior to the construction of the Dwelling Unit. Any such structure must be approved in writing by the Committee. No metal storage buildings, prefabricated, or portable structures shall be allowed.

**SECTION 13. Nuisances.** No noxious or offensive trade or activity 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 neighbors or the neighborhood.

**SECTION 14. Signs.** No sign or other advertising device of any kind shall be displayed visible to the public view on any Lot. In the case of advertising the property for sale or rent two (2) signs of not more than five (5) square feet of advertising shall be allowed on any Lot. Notwithstanding anything herein stated to the contrary, all signs must be approved in writing by the Committee.

**SECTION 15. Mining.** No oil or gas drilling, development operations or refining and no quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tunnels, tanks, mineral excavations or shafts be permitted on, upon, or under any Lot.

**SECTION 16. Animals.** No animals, livestock, insects, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood.

**SECTION 17. Fences, Walls, etc.** No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot without the written approval of the Committee.

**SECTION 18. Use of Property.** No previously approved structure shall be used for any purpose other than that for which it was originally designed and approved.

**SECTION 19. Recreational vehicles.** 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 twenty-four (24) hours, unless the same are parked beyond the rear line of the Dwelling Unit constructed on a Lot and otherwise screened so that said item cannot be seen from any adjoining street or the adjacent and surrounding Lots, and any such parking facility or area must receive prior written approval of the Committee.

**SECTION 20. Commercial trucks.** No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on a Lot. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pick up and delivery.

**SECTION 21. Additional Remedies for vehicle and/or recreational equipment violations.** Any such vehicle or recreational equipment parked in violation of these regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the Association may be towed away by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remains for a period of more than twenty-four (24) hours. The Association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective Lot Owners, for trespass, conversion or otherwise, nor guilty of any criminal or quasi-criminal act by reason of such towing, and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy in favor of the Association which may exist whether at law or in equity.

**SECTION 22. Vehicle maintenance and repair.** No vehicle maintenance or repair shall be performed on any vehicles upon any Lot except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the Reflections Land as necessary for the operation and maintenance of the Common Areas.

**SECTION 23. Accumulation of refuse.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any part of a Lot, except building materials used during the course of original construction of any approved structure, or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed in the open on any day that a normal pick up is to be made, at such place on the Lot to provide access to persons making such pick up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property. The 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 a Lot.

**SECTION 24. Business activity.** No profession or home industry or other commercial venture shall be conducted in or on any part of a Lot. The Board, in its discretion, upon consideration of the circumstances in each case, and particularly upon consideration of the effect of surrounding Lot Owners, may permit the conduct of a profession or home industry within a residence located on a Lot. Such commercial operation may be permitted only after the Board has determined that it is compatible with a high quality residential neighborhood and does not unreasonably interfere with the adjoining Lot Owners. This section may not be interpreted to authorize or permit any commercial activity which is in violation of local statute or zoning regulations. Any such approval granted by the Board may be withdrawn if the Board determines



that such authorized or permitted activity is unreasonably interfering with the rights of other Lot Owners or any individual Lot Owner. In no event shall any part of a Lot or any structure thereon be used as a school, child care center, kindergarten, learning center, musical instrument or voice training center, or other public building, including non-profit or charitable institutional use.

**SECTION 25. Air conditioning units and solar collectors.** No wall or window air conditioning units nor solar collectors shall be permitted except with the prior written consent of the Committee.

**SECTION 26. Pipes and clotheslines.** No water pipes, gas pipes, sewer pipes, drainage pipes, irrigation wells or clotheslines may be installed or maintained on any Lot so as to be visible from adjoining Lots or public view except hoses and movable pipes used for temporary irrigation purposes.

**SECTION 27. Real estate office or subdivision office.** The Declarant may, in Declarant's sole discretion, use any Lot for the construction of and/or use of a building constructed thereon as a subdivision office, real estate office or model home, and as such the same shall not be subject to terms, provisions and requirements of this Declaration until such time as all other Lots have been sold and upon that occurrence said Lot and building constructed thereon shall, as soon as reasonably possible and to the extent reasonably and economically practical, be brought into compliance with the terms, provisions and requirements of this Declaration.

**SECTION 28. Machinery.** No machinery shall be placed on or operated upon any portion of the Reflections Land except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during or a major renovation or improvement thereto.

**SECTION 29. Mailboxes.** Mailboxes with respect to each Lot shall be located in a central location on the Reflections Land known as the Pavilion. Without the prior written consent of the Association, a Lot Owner shall not be permitted to have a separate mail box located on his or her individual Lot.

**SECTION 30. Authorized use and exceptions.** Notwithstanding other provisions herein, each Dwelling Unit located within the Reflections Land shall be used as only a single-family residence and subject to all other requirements hereunder, but the Committee may authorize any Lot Owner, with respect to his or her residence, to temporarily use same for more than one Family, to temporarily maintain a sign other than as expressly permitted herein, to locate other temporary structures on the property, and may make other exceptions to this Declaration. In all such instances, approvals and exceptions by the Committee must be in writing and each case and each request shall be reviewed on its own merits and the Committee shall have unrestricted discretion and neither the granting of similar requests for other Lot Owners nor the approval and consent of adjoining Lot Owners shall in any way be a determinative influence on the decision of the Committee.

**SECTION 31. Prohibited uses.** No person shall, without the written approval of the Association or the Committee, as the case may be, do any of the following on any part of the Reflections Land: (1) permit the running of animals except when on a leash; (2) fell any trees or injure or damage any landscaping, within the Common Area; (3) interfere with any drainage, utility or access easement; (4) build any structures, recreational or other common facilities other than those approved by the Committee; (5) discharge any liquid or other materials other than natural water drainage into any lake, pond or water course; (6) alter or obstruct any lakes, ponds or water courses; or (7) interfere with any water control structures or apparatus. Nor shall any person violate any rules and regulations that may be established by the Association governing the use of Common Areas or the rules or requirements that may be established by the Committee.



**SECTION 32. Television Signal Receiving Devices (satellite T.V. dishes).** No visible ham radio or radio transmission equipment shall be operated or permitted to be operated on any Lot without the approval of the Committee. No television or radio antennas or satellite disks shall be permitted on any Lot unless approved by the Committee. Television receiving devices shall be subject to Committee approval. If allowed, the following terms and conditions must be met:

(A) Sketch plans and specifications including color and size must be approved by the Committee prior to beginning installation.

(B) The location of all television signal receiving devices must be approved by the Committee. The Committee may require that these devices be screened from view using screen planting.

(C) The removal of trees in order to receive satellite signals will be governed by Article V, Section 4 of this Declaration.

**SECTION 33. Entry.** Whenever Declarant is permitted by this Declaration to correct, repair, clean, preserve, clear out, or take any action on the property of any Lot Owner, Declarant must first obtain the approval of the Committee and shall give written notice to the Lot Owner involved before entering the Lot. After such approval and notice, such entering the Lot and taking such actions shall not constitute a trespass on the part of Declarant.

**SECTION 34. Unightly Conditions.** It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area surrounding the Lot.

**SECTION 35. Offensive Activity.** The firing or discharging of firearms is prohibited. The discharging or use of fireworks of any type is prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No Owner shall maintain any plants, animals, devices or things of any sort or any immoral activity or existence of which is in any way noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No livestock shall be permitted on any Lot.

**SECTION 36. Subdivided Lots.** No Lot or Lots shall be subdivided or replatted without the approval of the Owner thereof and written approval of Declarant and the Committee.

**SECTION 37. Leasing.** No Owner shall have the right to lease any portion of a Lot, including, without limitation, any structure located on a Lot, without the prior written consent of the Board, whose consent may be withheld in its sole and complete discretion.

## **ARTICLE VI COMMON AREAS AND BEAUTIFICATION AREAS**

**SECTION 1. Dedication of Lands for Common Areas.** Declarant may, by Deed now recorded or to be recorded in the Probate Office, convey certain lands as Common Area for the use and enjoyment of the Owners and subject to the terms of this Declaration.

**SECTION 2. Lands to be Conveyed by Declarant to the Association for Common Areas.** The Common Areas, which include those areas labeled as such on the Plat, together with all vehicular and pedestrian

rights of way shown on the Plat (i.e. Memory Lane, Serenity Street, Sunset Boulevard, Easy Street and Daydream Drive) shall be conveyed by Declarant to the Association subject to the terms this agreement.

**SECTION 3. Beautification Areas.** Additionally, the Association shall be authorized to beautify and maintain portions of any pedestrian or vehicular rights of way owned by the Association. Those portions of such rights of way for which the Association has accepted the responsibility of beautification, are herein referred to as "Beautification Areas". At such time as the Association declines to maintain or beautify any of these areas, such withdrawn areas shall no longer be Beautification Areas. Beautification Areas are described as a portion of vehicular rights of way utilized as an entrance to the Reflections Land, or are contained within the portions of the Reflections Land as areas suitable for beautification by the Association, and which may be accepted by the Association for beautification.

**SECTION 4. Maintenance of Common Areas, Beautification Areas and Common Equipment.** The maintenance and improvements of the Common Areas shall be the responsibility and the expense of the Association. There shall be no alteration or further improvements of the Common Areas without prior written approval of Declarant, or the votes of the Owners of 75% of the Lots in Reflections; provided, however, that any alterations or improvements of the Common Areas bearing the approval in writing of Declarant, and Lot Owners entitled to cast a majority of the votes in the Association may be done if the Owners who do not consent are relieved from the initial cost thereof. In this event, such Owners must pay their appropriate share of all future Common Area Assessments. Declarant will place on the rights-of-way certain street lighting, wiring and support equipment in accordance with the requirements of Barbour County, Alabama or other appropriate governmental authority. Until such time as Barbour County, Alabama or other appropriate governmental authority, accepts the street lighting for maintenance and payment of power fees, the maintenance, repair, replacement and periodic power fees shall be paid by the Association. Notwithstanding the above to the contrary, until Declarant has sold all Lots, Declarant may make such alterations and improvements to the Common Areas as the Declarant deems appropriate in Declarant's sole judgment.

**SECTION 5. Emergency Repairs.** Association shall have a reasonable right of entry upon and across any Lot to make emergency repairs and do other work reasonably necessary for the proper maintenance of the Common Areas.

**SECTION 6. Vehicular Rights-of-Way.** All vehicular rights-of-way within the Reflections Land shall be considered private roads, which are Common Areas to be maintained by the Association. Declarant reserves the right to dedicate such rights-of-way to the proper authority within Barbour County, Alabama at some unspecified, future date. **HOWEVER, SUCH RIGHTS-OF-WAY MAY NOT BE CONSTRUCTED IN A MANNER TO PERMIT THEIR FUTURE DEDICATION TO ANY PUBLIC AUTHORITY WITHIN BARBOUR COUNTY, ALABAMA.**

**SECTION 7. Use of the Common Areas.** In the event that an Owner desires to reserve any of the Common Area for a function, such Owner shall notify the Board on or before seven (7) days prior to the date of such function and describe in writing the nature and duration of the function and the portion of the Common Area to be used in connection with the function. The Board shall have the right to disapprove any such function, in its sole and complete discretion. The Board also reserves the right (i) to adopt rules and regulations with respect to the use by Owners of the Common Areas at some future time, and (ii) to impose penalties upon any Owner violating any of the terms of such rules and regulations, which may include, without limitation, suspension of such Owner's right to use of the Common Areas.

## **ARTICLE VII COVENANTS FOR ASSESSMENT**

**SECTION 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Reflections Land, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessment or charge and (2) special assessments for capital improvements, 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, which lien shall have the same validity and effect as a mortgage lien. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person, or other entity, owning such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by them.

The Association also reserves the right to impose an assessment on any Lot Owner who has been designated for the use of a Boat Slip pursuant to the terms of Article III, Section 3 hereinabove (a "Boat Slip Assessment"), which assessment shall be separate and in addition to any assessment referenced above in the immediately preceding paragraph. In the event that a Lot Owner fails to pay the amounts due under any such Boat Slip Assessment or any other assessment due with respect to such Owner's Lot, the Association reserves the right to revoke such Lot Owner's license and privilege to use such Boat Slip, and the Association shall then be entitled to designate another Lot Owner as the user of the Boat Slip.

**SECTION 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Reflections Land and for the improvement and maintenance of the Common Area and Common Equipment. The purpose of the Boat Slip Assessment shall be to maintain the Boat Slips and facilities related thereto, and the amount and frequency of any Boat Slip Assessment shall be at the sole and complete discretion of the Association.

**SECTION 3. Maximum Annual Assessment.** There shall be no maximum annual assessment with respect to the Lots, and the Board may fix the annual assessment, payable on a monthly, quarterly or other periodic basis, at any amount that such Board sees fit.

**SECTION 4. Each Lot Owner to Pay Equal Share of Common Area Maintenance and Improvement Costs.** It is the intent of this Declaration that the Owner of each Lot in the Reflections Land shall pay equal assessments for maintenance or capital improvements (unless waived by Declarant). It is further the intent of this Declaration that each Lot Owner shall pay an equal share of Common Area assessments, regardless of whether the Lot is improved or unimproved, except that Declarant, shall not be required to pay periodic maintenance assessments or capital improvement assessments on any Lots it owns. Should any Owner own more than one Lot, including the fractional ownership of another Lot or Lots, such Owner shall pay pro-rata assessments for any such fractional ownership. For example: if an Owner owns one Lot and 1/3 of the acreage in an adjoining Lot, such Owner shall pay periodic assessments in the amount of 133-1/3% of that of a single Lot Owner.

Notwithstanding anything herein stated to the contrary, Declarant shall pay to or for the Association the lesser of (i) the actual costs and expenses for maintenance and capital improvements, (ii) the difference between the actual costs and expenses and capital improvements and assessments collected from other Lot Owners or (iii) the assessments that would otherwise be payable if Declarant paid the assessment on each Lot owned by Declarant.

**SECTION 5. Special Assessments for Capital Improvements.** In addition to the periodic 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 cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the consent, in writing, of Declarant, and the consent, in writing, of the Owners of two-thirds (2/3) of the Lots in the Reflections Land.

**SECTION 6. Assessments for Enforcement.** In the event any Lot Owner fails to comply with any of the provisions of this Declaration, the Association shall have the right (but not the obligation), after ten (10) days written notice to such Lot Owner, to take the following actions:

(a) Assess a fine against such Lot and Lot Owner as may from time to time be set by the Board; and/or

(b) Cure such default and assess the expenses therefor to such Lot Owner.

**SECTION 7. Assessments Fixed by Board Subject to Declarant or Members Consent.** Declarant reserves the right to maintain control of the members of the Board until the earlier to occur of the following: (i) relinquishment of control in writing by Declarant, or (ii) conveyance of the last Lot owned by Declarant within the Reflections Land, at which time all assessments will be fixed by the Board subject to approval of the requisite number of Owners as may be required pursuant to the terms of this Declaration. Subject to the provisions of control of members of the Board by Declarant, the periodic assessments and special assessments for capital improvements shall be set as follows:

(a) The Board, at a meeting called for that purpose, will fix the maximum annual assessment, payable periodically, or fix special assessments for capital improvement payable or assessment due under Article VII, Section 5 within thirty (30) days of final approval of same.

(b) A meeting of the members will be held to approve the new assessment or special assessment. Written notice of any meeting called for the purpose of taking any action authorized under this Article VII shall be sent to all members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. Voting and quorum shall be as provided in the Bylaws of the Association. The consents of members required by this Article VII may be provided at said meeting or by separate ratification of the required number of members. Unless there is a special assessment for capital improvements set out in Article VII, Section 5 herein, a simple majority of the members voting and present at any meeting properly called in which a quorum is present, shall be sufficient to approve the actions of the Board setting such annual assessment.

**SECTION 8. Uniform Rate of Assessment.** Both annual and special assessments shall be at a uniform rate for all Lots and may be collected on a periodic basis.

**SECTION 9. Date of Commencement of Annual Assessments - Due Dates.** Subject to the exception contained in Article VII, Section 4 as to Declarant, the annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot in Reflections to an entity other than the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer 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.

**SECTION 10. Effect of Nonpayment of Assessments - Remedies of the Association.** Any assessment or charge provided for in this Article, Article V, Article VI or any other Article, not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in accordance with the Code of Alabama 1975, Section 35-10-1 et seq. The amount due by such member shall include the assessment or other charge, the cost of such proceedings, interest and a reasonable attorney's fee. The Association shall have the right to sell the property at a public auction after giving notice to the member by registered mail at the address of the property and by publication in a newspaper of general circulation in Barbour County, Alabama, at least once a week for three (3) successive weeks prior to said sale. Further, at the time of giving notice of said proceedings, the Association may file a Notice of Lien in the Probate Office. No Owner may waive or otherwise escape liability for the assessments provided for in this Article or any other Article by non-use of the Common Area or abandonment of his Lot or otherwise.

**SECTION 11. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure proceedings shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. "Transfer" shall include any transfer to a lender or other person under a deed in lieu of foreclosure. No sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due or such Lot from the lien thereof.

**SECTION 12. Exempt Property.** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Alabama shall be exempt from the assessments created herein, except that no land or improvements devoted to dwelling use shall be exempt from said assessments.

**SECTION 13. Bylaws of Reflections on the Water Residential Association, Inc.** The Bylaws of the Association, once executed and recorded in the Probate Office, shall set specific provisions as to voting rights, designation of voting representatives, Board and members' meetings and the number of Directors on the Board, powers and duties of the Board, the Officers and physical management, including budgets and such other matters as may be contained in such Bylaws; except that **SHOULD THERE BE ANY CONFLICT WITHIN THE PROVISIONS OF THESE DECLARATIONS AND THE BYLAWS FROM TIME TO TIME AMENDED, THE PROVISIONS OF THIS DECLARATION SHALL PREVAIL.**

**SECTION 14. Permissive Maintenance and Contributions by the Association.**

(a) **Permissive Maintenance.** The Board, in addition to maintenance of Common Areas of the Association, including but not limited to the payment of all utilities used in connection with the Common Areas, may, but will not be required, to pay the cost of beautification and maintenance of lands, including any rights-of-way, contained within or adjacent to Reflections Land, or to maintain and beautify any other lands contained within or contiguous to the Reflections Land, with consent of the Owner of record of such lands.

(b) **Cooperation with Other Associations.** The Board may cooperate with the Boards of Directors or governing bodies of associations of contiguous or adjacent developments, whether within or without the Reflections Land, and take such actions as the Board deems proper and reasonable to beautify, make more secure and develop the Reflections Land or lands adjacent thereto.

**SECTION 15. Easements.**

(a) Easements Requested by Declarant. Upon written request of Declarant, the Association will grant easements across the Common Areas for use by Declarant in development of the Reflections Land, PROVIDED, that the cost of constructing and maintaining such easements are not required to be paid by the Association.

(b) Easements in Favor of Utility Companies. Additionally, the Association may grant easements across the Common Areas to public or private utilities, provided the Association receives consent for same by Declarant.

**SECTION 16. Indemnification.** The Association shall indemnify every officer, director and committee member of the Association and the Committee against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer or director or committee member of the Association or the Committee. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regard to the business of the Association or the Committee. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that they are members of the Association, and the Association shall indemnify and forever hold each of said officers and directors free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a part of the common expense, maintain adequate general liability insurance, and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available and felt to be appropriate by the Association.

## **ARTICLE VIII SPECIAL PROVISIONS**

**SECTION 1. Authority for Actions.** Declarant is an Alabama corporation. All actions required by Declarant shall be taken by its authorized officer.

**SECTION 2. Certification.** Declarant shall file with the Association its certificate setting forth the name of the incumbent officer. Upon any change of officer by Declarant, it shall notify the Association of the name of the successor officer.

**SECTION 3. Gated Community.** The Reflections Land shall be accessed through an automatic, remote control gated entrance located adjacent to the Commercial Property. There shall be no guard house or gate house constructed at such entrance, and each Lot Owner shall be given a code to open the gate.

## **ARTICLE IX GENERAL PROVISIONS**

**SECTION 1. Enforcement.** The Association, Declarant, and any Owners, shall have the right to enforce, as provided in Article VII or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision 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.

**SECTION 2. Severability.** Invalidation of any one or more of these covenants or restrictions by Judgment or court order shall in no way affect any of the other provisions of these covenants, conditions and restrictions, which shall remain in full force and effect.

**SECTION 3. Amendment of Covenants, Conditions and Restrictions.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in then Reflections Land and joined in by Declarant. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners in then Reflections Land, joined in by Declarant. After said twenty-five (25) year period, this Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners of Reflections Land and joined in by Declarant. "Lot Owners" shall mean and include Declarant with respect to any and all Lots owned by Declarant, and shall further include the Lot Owners of any and all additional lands in the Reflections Land submitted to this Declaration under Article II. No further consents shall be required from any other person to effect a valid amendment to this Declaration. Any amendment must be recorded.

Notwithstanding anything herein stated to the contrary, Declarant may modify and/or amend this Declaration in any way Declarant may desire, without any other consent, at any time or times, so long as Declarant has the right to appoint the Board in the Reflections Land; provided however, any such modification and/or amendment shall not apply to any Lots which have already been sold without the consent of the Owner of such Lots. Any amendment must be recorded in the Probate Office.

**SECTION 4. Indemnity for Damages.** Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Declarant and Association, for any damage caused by such Owner or such Owner's agents or contractors, to roads, streets, curbs, gutters, walkways or other aspects of public ways and any landscaping or landscaping improvements, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.

[The remainder of this page has been intentionally left blank. A signature page for the Declarant follows this page.]



IN WITNESS WHEREOF, Alfred Saliba Corporation, an Alabama corporation, has caused this Declaration to be executed by its duly authorized officer, on this the 17 day of September, 2007.

ALFRED SALIBA CORPORATION, an  
Alabama corporation

By: Fred Saliba  
Its: President

STATE OF ALABAMA     )  
Houston COUNTY     )

I, the undersigned, a Notary Public in and for said State hereby certify that Fred Saliba whose name as President of Alfred Saliba Corporation, an Alabama corporation is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of September, 2007.

NOTARIAL SEAL

Don W. Ford  
Notary Public  
My Commission Expires: 4-21-09

This Instrument Prepared By:

James M. Edwards, Esq.  
Balch & Bingham, LLP  
105 Tallapoosa Street, Suite 200  
Montgomery, AL 36104

## EXHIBIT A

A lot or parcel of land being located in the City of Eufaula, Barbour County, Alabama, and being more particularly described as follows:

COMMENCING at an existing concrete monument (ECM) (BARRETT 11666) marking the Intersection of the South line of the North 1/2 OF THE Northeast 1/4 of Section 30, Township 10 North, Range 29 East, and the East Right-of-Way (R/W) of U.S. Highway 431 North; thence along said South line bearing S 89°58'07" E a distance of 166.00 FT to a set concrete monument (SCM) at the POINT OF BEGINNING (P.O.B.); thence depart said South line bearing N 00°44'00" W a distance of 473.65 FT to a SCM; thence along a curve having a delta angle of 123°39'42" with a radius of 12.00 FT an arc distance of 25.90 FT with a chord direction of N 62°33'51" W a chord distance of 21.16 FT to a SCM; thence S 55°36'18" W a distance of 264.77 FT to a SCM on the said East R/W of U.S. Highway 431 North; thence along said East R/W bearing N 13°05'36" W a distance of 59.55 FT to a SCM; thence depart said East R/W bearing N 44°34'00" E a distance of 297.94 FT to a SCM; thence N 00°44'00" W a distance of 177.11 FT to a SCM on the U.S. Army Corp of Engineers line (CORP LINE); thence along said CORP LINE bearing N 89°16'00" E a distance of 162.77 FT to a set iron pin (SIP); thence along said CORP LINE bearing N 89°14'53" E a distance of 464.83 FT to a SIP; thence along said CORP LINE bearing N 03°00'36" E a distance of 50.00 to an existing angle iron (ANGLE); thence along said CORP LINE bearing N 89°03'44" E a distance of 183.75 FT to an ECM; thence along said CORP LINE bearing N 89°29'29" E a distance of 399.60 FT to an ECM; thence along said CORP LINE bearing N 89°15'08" E a distance of 241.37 FT to an ANGLE; thence along said CORP LINE bearing S 46°18'52" E a distance of 225.72 FT to an ECM; thence along said CORP LINE bearing S 46°24'45" E a distance of 169.80 FT to an ANGLE; thence along said CORP LINE bearing S 29°00'28" E a distance of 419.57 FT to an existing iron pin (EIP) (GREEN 11841); thence depart said CORP LINE bearing N 89°58'50" W a distance of 303.28 FT to an EIP (GREEN 11841); thence S 00°00'40" W a distance of 210.02 FT to an EIP (GREEN 11841); thence N 89°58'07" W a distance of 1591.19 FT to the P.O.B. Said parcel of land being located in the N 1/2 of the NE 1/4 of Section 30, T10N, R29E, in the City of Eufaula, Barbour County, Alabama, and containing 32.37 Acres, more or less.