

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

**OF**

MISC 324 185  
Recorded In Above Book and Page  
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PATRICK H DAVENPORT  
Judge of Probate  
Houston County, Alabama

**WINDMILL CREEK SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions (the Declaration) is made on this 9<sup>th</sup> day of November, 2015, by Pollard Investments and Construction LLC, an Alabama Limited Liability Company who is the Developer, and the current owner of all the lots and land in Windmill Creek Subdivision, located on 25 Acres on Windmill Road, Newton, Houston County, Alabama. Which subdivision is evidenced by the Plat recorded in Plat Book 14 at Page 50 in the Office of the Houston County, Alabama Probate Judge on the 9<sup>th</sup> day of NOV. (The Subdivision)

The developer/owner hereby declares that all the properties, land and parcels and lots of said subdivisions shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions (the Covenants) for the purpose of protecting the value and desirability of the overall property, and which covenants shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner, said covenants having been properly adopted and accepted by each as evidenced by their acceptance of a Title Deed from the Developer (or any future owner) vesting ownership in them.

**ARTICLE I  
DEFINITIONS**

- 1. "Association" shall mean and refer to the Homeowners of all lots in

Windmill Creek Subdivision its successors, and assigns to any formally organized entity established by the Owners of the lots within the subdivision which may be formed and established following the sale of not less than 90% of the lots within the subdivision by the Developer. Upon the sale of 90% of the lots within the subdivision, then the Developer shall have no further liability or responsibility for the care or maintenance of the subdivision. Thereafter, the owners of the lots within the Subdivision (excluding the Developer) may organize, if they so choose and deem proper, a Homeowners Association, establishing appropriate dues, rules and additional restrictions as they determine needed or necessary to allow the proper use and enjoyment of the subdivision by all owners.

2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, but excluding those having such interest merely as security for the performance of an obligation. Only 1 owner of any lot shall be entitled to vote on any matter requiring a vote by the owners. All owners of property within the subdivision shall be jointly and severally obligated to perform the responsibilities of these covenants.
3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of any future Association formed by the Owners.
4. "Common Area" shall mean all real property owned by any Association formed, for the common use and enjoyment of the Owners. The Common Area to be owned by any Association formed, at the time of the conveyance of the first lot is described on

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the Plat of said Subdivision recorded in the Office of the Judge of Probate of Houston County, Alabama and is generally referred to as a water retention pond.

5. "Lot" shall mean and refer to any plot of land or parcel shown on the recorded subdivision map of the properties.
6. "Developer" shall mean and refer to Pollard Investments and Construction LLC, its successors and assigns including any future Homeowners Association that may be formed, which succeeds the Developer.

## ARTICLE II GENERAL RESTRICTIONS

1. Single Family Residences: The lots in this subdivision shall be used only for single family residential purposes.
2. Zoning Compliance: The location and use of all structures built in said subdivision shall conform with the provisions of the zoning regulations of the County of Houston, Alabama, then applicable at the time of construction.

The minimum construction setback lines shall be 25' feet from the front property line, 5' feet from the side property lines and 20' feet from the rear property lines as shown and indicated on the

recorded Plat for Windmill Creek Subdivision.

3. No noxious or offensive trade or activity shall be carried on upon any residential lot, and no activity shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Anything deemed illegal by law within Houston County, Alabama, the City of Newton, the State of Alabama or the Government of the United States shall not be permitted and additional actions deemed appropriate by any Association formed may be taken against the Owners of any property in violation of this or any article herein.
4. No inoperable automobile shall be parked or allowed to remain on any property, lot or roadway within the Subdivision named herein for longer than 3 days. No unsightly waste, garbage, trash piles or any condition which may cause the lots to become unsightly or appear detrimental to the value of lots owned by other persons shall be allowed. All lot owners shall maintain their homes, premises and yard in a neat, clean and well landscaped manner.
5. All driveways shall be paved with concrete and all yards shall have solid sod to the front curb and 20' feet to the side property lines on each side and a minimum of 20' feet beyond the rear of the house.
6. Other Structures: No trailer, mobile home, tent or outbuilding shall be erected on any residential lot for use temporarily, or permanently, as a residence, and no structure of a temporary character shall be used as a residence.
7. No excavation, except such as is necessary for the construction of approved improvements shall be permitted.

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8. A swimming pool may be installed in the backyard only. No pool, or pool area defined as a deck of any kind, shall be constructed within 5 feet of either side property line where it is being constructed or placed.
9. No private sign of any kind shall be displayed to the public view on any lot except for a professional sign of not more than four square feet, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by builder or licensed Realtor to advertise the property during construction and sale of the property.
10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats or other household pets are allowed, and may be kept provided they are not kept for any commercial purpose(s). All animals and pets shall be secured within the property boundary of the owner and shall not be allowed to roam free or become a nuisance to the community.
11. There shall be no outdoor drying of laundry or wash unless it is not visible to the public or adjoining lot owners.
12. No fence shall extend closer to the street or road than the rear corner of the house. Any fence shall be of vinyl or wood only and shall be a slatted fence using material not less than 1/2" thick by 4" wide.
13. Additional Building: No additional building shall be erected upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling, and the

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design, construction, and location of such building is at least 5' feet off of all side and rear property lines and is not attached to the primary house, and may only be constructed behind the house.

14. These covenants and restrictions are to run with the land, and shall be binding on all parties and persons claiming ownership thereto.

### **ARTICLE III PROPERTY RIGHTS**

1. The Developer or any future Homeowner's Association that may be formed may establish minimum assessments for the benefit of the subdivision. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to any Association formed or any future: (1) annual assessments or charges, 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 and may be recorded of record. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them but, if delinquent at the time of sale, and no provision has been paid from payment, then the lien expressed by this provision shall continue, notwithstanding said

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sale.

2. **Attorney Fees and Court Costs:** In the event that the Developer or any Future Association that may be formed, should, in the enforcement of these restrictions shall incur, legal expenses or court costs in any proceeding at law or at equity, it shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the lot Owner(s) which is found to be in violation of such restrictions.
3. **Abatement or Removal of Violations:** The Developer or any subsequent Association formed shall have the right, in the event of an obvious and open violation of these covenants, shall have the right, acting for itself or acting through appointment of its duly designated agent or representative, to enter upon the property where such violations exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as trespass or any other civil or criminal act, the permission and consent thereto being given hereby both express and implied by the acceptance of the Title Deed to the property within this subdivision and the rights vested by these Declarations.
4. Following the disassociation of the Developer, any future Association that may be formed or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any future Association formed 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.

- 5. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
  
- 6. The covenants and restrictions of this Declaration shall run with and bind the owners of all lots within the subdivision, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Developer or any future Association that may be formed, may amend these covenants and restrictions at any time as follows:
  - (a) During the first twenty (20) year period by an amending instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an amending instrument signed by not less than seventy-five percent (75%) of the Lot Owners.
  - (b) Any amendment must be recorded in the Probate Court of Houston County, Alabama and make specific reference to the recorded Plat and these Declarations.

  


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 POLLARD INVESTMENTS AND  
 CONSTRUCTION LLC

Recording Fee	32.00
TOTAL	32.00