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Q2 8/11/97

SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CHEROKEE RIDGE SUBDIVISION
TO INCLUDE
THE GARDENS AT CHEROKEE RIDGE

15.00
1.00
5.00
21.00

THIS DECLARATION, made on this 7th day of September, 1997, by Cherokee Ridge Corporation, an Alabama Corporation, (hereinafter referred to as "Declarant");

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property, (hereinafter sometimes referred to as "Properties"), and Declarant has, heretofore imposed certain restrictions on the Properties for the benefit thereof which restrictions are filed for record in the Probate Office of Marshall County, Alabama in Book 1114, Page 22 et seq. (hereinafter sometimes referred to as "the Original Declaration"), which restrictions are incorporated herein by reference; and

WHEREAS, said restrictions, by their terms, apply to property of Declarant recently subdivided, identified as The Gardens at Cherokee Ridge and filed for record in the Probate Office of Marshall County, Alabama on July 16th, 1997, in Plat Book 8, at page 13; and

WHEREAS, said restrictions provide that subsequent subdivisions, which are a part of the Properties, may also be subject to declarations and restrictions in addition to those hereinabove mentioned.

NOW, THEREFORE, Declarant hereby declares that all of the property in The Gardens at Cherokee Ridge, represented by the hereinabove mentioned plats shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions, which are filed for record in the Probate Office of Marshall County, Alabama, in Book 1114, at page 22 et seq., which are incorporated herein by reference and shall further be subject to the following restrictions, covenants and conditions for the purpose of protecting the value and desirability of, and which

shall run with, the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
PROPERTY SUBJECT TO RESTRICTIONS**

Section 1. **GENERAL DECLARATION.** The Declarant intends to sell and convey the Lots to Purchasers, subject to the Original Declaration, this Declaration and any subsequent amendment or supplement thereto. Declarant hereby declares that all of the Properties are and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the Original Declaration, as amended or supplemented from time to time and this Declaration. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision and improvement of the Properties and is established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. All of the provisions of the Original Declaration and this Declaration shall run with the Properties for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, the Club, all Owners and their heirs, successors and assigns.

The Declaration shall not apply to or affect the Golf Course or Golf Course Property nor shall these Declarations apply to any other real property owned by the Declarant unless the same is subjected specifically by written instrument to this Declaration.

**ARTICLE II
LAND USE, CLASSIFICATIONS, PERMITTED
USES AND RESTRICTIONS**

Section 1. **PERMITTED USES AND RESTRICTIONS.** The permitted uses, easements and restrictions for the properties shall be as follows:

A. **One dwelling per Lot.** No separate garages or outbuildings or accessory structures of any kind or nature, except ornamental landscape structures, shall be erected or allowed to occupy any portion of any Lot.

B. **Construction plans.** All buildings shall reflect the styles, proportions, and detailing of the American Traditional.

1. **Minimum size.** No residence shall be erected upon or allowed to occupy any Lot unless the area of the heated main structure, exclusive of open porches, screen porches, basements (except as provided by the Original Declaration), garages attached garages and decks is not less than 1600 square feet.

Minimum size requirements will be added by supplement to this Declaration, as determined by the Declarant, upon the subdivision by Declarant of additional lots contained in the Undeveloped Tract.

2. **Exterior Materials.** Approved exterior finish shall be of brick only, of a type and style as approved by the Committee.

3. **Roofs and Roofing Material.** All roofs shall have at least a six / twelve or greater pitch. All roofing material shall be architectural grade, dimensional shingles of a color as approved by the Committee.

4. **Mailboxes.** Mailboxes shall be made of black wrought-iron or other material as approved by the Committee.

5. **Fencing.** All wooden decks or wooden privacy fences approved by the Committee shall be stained or painted a color compatible with the exterior trim color of the dwelling; all as approved by the Committee.

C. **Landscaping and Lawn Maintenance.** All Lots must be completely landscaped in accordance with a Landscape Plan submitted to and approved by the Committee, which plan shall be harmonious with the landscaping of all other dwellings at The Gardens at Cherokee Ridge. Each Lot must have an underground sprinkler system for the landscape which system shall be depicted on the Landscape Plan submitted to the Committee. Any disturbance or removal on any part of the property of trees and shrubbery, whether now existing or hereafter planted, shall be subject to the prior review and written approval of the Committee and the Committee shall take into consideration the maintenance of the aesthetic integrity of The Gardens at Cherokee Ridge in determining whether approval shall be given. To provide uniformity in the maintenance of the landscaping of the common area(s) and the Lots in The Gardens at Cherokee Ridge, the Association shall contract for landscaping services to provide maintenance for the common area(s) and for all Lots within

The Gardens at Cherokee Ridge, excepting only enclosed courts at the rear of residences. The cost of such maintenance shall be treated as a Common Expense. The Common Expense for the landscape maintenance of Lots within The Gardens at Cherokee Ridge (excepting therefrom maintenance of Common Areas) shall be payable through the Association, by and apportioned only among the Lot owners of The Gardens at Cherokee Ridge, not including Lots unsold by the Declarant. The Common Expense for maintenance of Common Area(s) shall be handled as all other Common Expense at Cherokee Ridge Subdivision.

D. **Setbacks and Easements.** No building shall be located on any Lot nearer to the front Lot line than the drainage and utility easement shown on the recorded plat. No principal building shall be located nearer than ten feet to any other principal building. There shall be a minimum of ten feet of separation between principal building and adjoining Lot on at least one side of the principal building, which area shall be available as a limited easement for roof eave overhangs, water drainage, and principal building maintenance as herein provided. In the event one principal building shall be built on or within ten feet of its Lot line, the principal building on the adjoining Lot shall not be less than ten feet from the outside wall of such principal building. The land surface area between such principal building, not to exceed more than ten feet from the Lot line, shall be subject to an easement for the use of the abutting owners, their agents, employees, and invitees for the purpose of maintenance and decoration of their respective improvements and said ten feet from the outside wall of such principal building shall also serve as a temporary construction easement during the construction period of new homes, at reasonable times during daylight hours, and for the drainage of water from the Lots and the roofs of the buildings. Also, the abutting owners shall have an easement over the adjoining property not to exceed three feet from the outside wall of such principal building for the eaves of the principal building roof and the discharge of water therefrom. Except as specified herein, the abutting owners shall not have rights of ingress and egress and Lot owners may fence, landscape, and improve such area so long as drainage of water from said premises is not unreasonably impeded. For the purposes of this covenant, eaves, steps, stoops, or entrance platforms, and ornamental planting boxes 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 any Lot to encroach on, under or above any other Lot.

E. **Overhead Lines.** The owner of the Lots within this subdivision will not erect or grant to any person, firm or

corporation, the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any type or kind for electrical, electronic communication, or telephone service on said property. Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lights where such is serviced by underground wires or cables.

Section 2. **PERMITTED USES AND RESTRICTIONS / COMMON AREAS.** An easement twenty-five feet in width is retained by the Association in the location depicted upon the plat thereof for the purpose of constructing and maintaining perimeter walls and screening.

Section 3. **VARIANCES AND AMENDMENTS TO DECLARATION.** The restrictive covenants set forth herein may be waived, varied or amended only as provided herein or by the Original Declaration.

Section 4. **SUPPLEMENTAL TO ORIGINAL DECLARATION.** The terms, provisions and covenants herein are intended to be a supplement to the Original Declaration filed in Deed Book 1114, Page 22 et. seq. of the Probate Records of Marshall County, Alabama pertinent to The Gardens at Cherokee Ridge, and not a substitute for any provision(s) contained in the Original Declaration. All covenants, conditions and restrictions contained in the Original Declaration are adopted by reference herein and, in the event of conflicts, these provisions are intended to supplement and modify the Original Declaration, but both instruments shall be construed as one declaration. Any conflict of these covenants, conditions and restrictions with those contained in the Original Declaration shall be resolved solely by the Committee and Declarant.

IN WITNESS WHEREOF, Cherokee Ridge Corporation, an Alabama corporation, the owner of all of the property made the subject of this Declaration has caused its name to be signed and its corporate seal to be affixed this 7th day of September, 1997.

CHEROKEE RIDGE CORPORATION,
an Alabama Corporation


By: Margaret Poole
Its VP

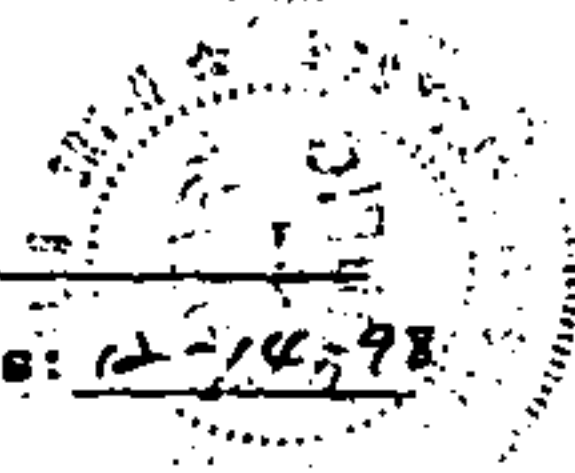
STATE OF ALABAMA)
COUNTY OF MARSHALL)

I, the undersigned, Notary Public in and for said County and State, do hereby certify that Margaret Poole, whose name as

Vice President of Cherokee Ridge Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 7th day of September, 1997.


Notary Public
My Commission Expires: 2-14-98



This instrument prepared by:
Michael B. Bryan
615 Cullman Road
Arab, AL 35016

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
237892 CHEROKEE RIDGE SUBDIVISION
AS IT PERTAINS TO THE GARDENS AT CHEROKEE RIDGE

STATE OF ALABAMA
OFFICE OF THE CLERK OF THE SUPREME COURT
MARSHALL COUNTY, ALABAMA
03 AUG 18 PM 2:33
UCC FILE NUMBER OR
REC. # AS IN 6N ABOVE

This Amendment, made on this the 8th day of August, 2003, by Cherokee Ridge Corporation, an Alabama corporation, (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant has heretofore imposed certain restrictions on the property identified as The Gardens at Cherokee Ridge and filed the same for record in the Office of the Probate Judge of Marshall County, Alabama in Deed Book 1718, at Page 221 (the "Supplement"); and

WHEREAS, Declarant also declared that the aforesaid property known as The Gardens at Cherokee Ridge was also subject to the Declaration of Covenants, Conditions and Restrictions of Cherokee Ridge Subdivision as recorded in Deed Book 1114, at Page 22 et seq. (the "Declaration"); and

WHEREAS, Section 1(C.) of the Supplement provides that the Association (as therein defined) shall contract for landscape maintenance service for the Lots in The Gardens and such expense shall be paid equally by all Lot owners in The Gardens as a 'common expense'; however, the Association has not done so and each individual Lot owner has maintained his/her own Lot at their own expense from the date of initial purchase to the present day; and

WHEREAS, Declarant reserved the right to amend the various Declarations of Covenants, Conditions and Restrictions and Supplements thereto, and desires to do so to terminate the Association's responsibility for Lot landscape maintenance within The Gardens at Cherokee Ridge and the same to no longer be a 'common expense' to all Lot owners in The Gardens at Cherokee Ridge.

NOW, THEREFORE, in consideration of the premises Declarant hereby removes from Section 1(C.) of the Supplement to the Declaration of Covenants, Conditions and Restrictions of Cherokee Ridge Subdivision to Include The Gardens at Cherokee Ridge, as recorded in Deed Book 1718, at Page 221, the responsibility of the Association to maintain the landscaping of the Lots within The Gardens at Cherokee Ridge and charging such costs of maintenance as a common expense to the owners of Lots within The Gardens. The Lot owners within The Gardens at Cherokee Ridge shall continue to maintain their individual lot landscaping at their sole expense, as has been the actual practice since the declaration of the subdivision known as The Gardens at Cherokee Ridge. The maintenance of the Common Areas within The Gardens at

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5.00

12.00

Cherokee Ridge shall continue by the Association and shall be a Common Expense as are other common areas within the Cherokee Ridge Subdivision. Except as amended herein, the covenants, conditions and restrictions contained in the Supplement recorded in Deed Book 1718, at Page 221 and the Declaration recorded in Deed Book 1114, at Page 22 et seq. shall remain in full force and effect.

IN WITNESS WHEREOF, Cherokee Ridge Corporation, the Declarant, has caused its name to be signed and its corporate seal to be affixed this the 8th day of August, 2003.

CHEROKEE RIDGE CORPORATION

By: Michael B. Bryan
Its Vice President/Secretary

STATE OF ALABAMA)
COUNTY OF MARSHALL)

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that Michael B. Bryan whose name as Vice President/Secretary of Cherokee Ridge Corporation, an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, he/she, as such officer of Cherokee Ridge Corporation, and with fully authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of August, 2003.

Jeanne C. Campbell
Notary Public
My Commission Expires: 4-25-2004