

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

Simple Homes, LLC, an Alabama limited liability company, Owner of all the lots embraced in Cherokee Sunset Subdivision Plat # 1 as said plat is recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Plat Book 17, at Page 77 ("Plat"), hereby (i) terminates, vacates and renders null and void those certain Covenants and Restrictions of Cherokee Sunset Subdivision Phase I dated August 28, 2007 recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Real Property Book 2007, at Page 66921 and (ii) adopts the following protective covenants and imposes them upon the property comprising said Plat and upon all portions therein. These protective covenants shall run with the land and shall be binding on all parties or legal entities and on all persons or legal entities claiming under them for a period of twenty-five (25) years from the date of the recording of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten years. Enforcement of these protective covenants shall be by proceedings at law or in equity against the person, persons, or legal entities violating or attempting to violate any of these covenants. Said action may be either to restrain violation or to recover damages therefor. Invalidation of any one of these covenants or any portions thereof, by judgment or court order, shall in no wise effect any of the other provisions or other portions thereof, which shall remain in full force and effect.

1. Definitions:

Architectural Guidelines. Guidelines established by the Architectural Review Committee (ARC) which govern standards for building design, materials, colors, textures and other standards as it deems appropriate for construction in the Subdivision ("Guidelines"). The purpose of Architectural Guidelines is to create a cohesive aesthetic promoted by construction projects drawing on similar materials, colors, and texture palettes as well as common building sizes, proportions and elements. These guidelines will allow the accomplishment of this purpose while allowing creative designs which will enhance and promote the enjoyment of the property in collaboration with the natural beauty of the surroundings while increasing the value of the Owner's investment.

Architectural Review Committee. There shall be an Architectural Review Committee composed of W. Stacey Gunn and Jason R. Benton or by a representative designated by the member of said Committee. In the event of the death or resignation of any member of said Committee, the remaining members shall have full authority to appoint a successor member and to approve or disapprove the respective designs and location submitted or to designate a representative with like authority.

Developer. Wherever the term "developer" or "declarant" is used herein, it shall include Simple Homes, LLC, its successors and assigns.

Owner. Owner of a lot in the Subdivision. The Owner may be an individual, corporation, partnership, limited partnership, professional association, trust, limited partnership, professional association, trust, limited liability company or any other type of entity.

Primary Building. The Primary Building located closest to the Primary Building set back line. One structure on each lot must be designated as the Primary Building.

Secondary Building. Any building located on the road side of the Secondary Building set back line. This building may be residential or storage in nature or mixed, however, it must coordinate aesthetically with the Primary Building. A maximum of two (2) Secondary Buildings may be constructed on any one lot. All Secondary Buildings must be approved by the ARC.

Subdivision. Cherokee Sunset Subdivision Plat # 1 recorded in Plat Book 17, at Page 77 in the Office of the Judge of Probate of Elmore County, Alabama (the "Subdivision" or the "Plat").

2. Above Ground Pools. Except as may be permitted by the ARC, above ground swimming pools shall not be erected.

3. Above Ground Storage Tanks. No above-ground storage tank shall be permitted on any lot without approval from ARC.

4. Animals. No animals, livestock, 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, and 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 and neighborhood

5. ARC Approval. No building or addition thereto shall be erected, altered, or placed on any lot until and unless the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the ARC, in all respects. No fence or wall shall be erected or placed on any lot nearer to any street than the minimum setback lines on said lot unless similarly approved by the ARC. The ARC must approve any and all respects of any and all construction and improvements on each lot within the Plat. Each request for approval must be accompanied by a payment of \$50.00 to the ARC, along with two sets of plans for the proposed construction, renovation, improvement or other action requiring ARC approval. One set of plans will be retained by the ARC and one set will be returned to the builder or Owner. The ARC will establish its own requirements, procedures, and policies, which requirements shall be available, on request, to Owners, their architects and builders. All approvals by the ARC must be in writing, and dated, and must be signed by a member of the ARC and where plans and specifications are required said approval should be reflected on a copy of the plans and specifications submitted to the ARC for approval. The ARC may, in its unrestricted discretion, reduce, increase or waive the approval fee in the event the approval sought is not for a new home construction or a major renovation or addition. The ARC may periodically modify or amend its requirements, but in no event shall its requirements be less restrictive than these protective covenants otherwise require.

6. Construction Period. Land cleared for construction shall begin construction within three months from the commencement of the clearing or grubbing. Once the clearing for construction has begun, the exterior of the structure and its associated final grading for drainage purposes must be completed within 12 months. Landscaping must be completed with 18 months.

7. Deemed Consent by Owner. Each Owner, by owning or acquiring the title to any lot that is subject or is made subject to this Declaration, shall be conclusively deemed to have consented and agreed to all of the terms and provisions of this Declaration. All of the terms and provisions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of all of the Owners, including, without limitation, their respective heirs, personal representatives, successors

and assigns in title in and to their respective lots; provided, however, notwithstanding anything to the contrary provided herein, it is understood and agreed that the various approval rights reserved to Declaration and/or the ARC under and pursuant to this Declaration shall be and are hereby reserved exclusively to such parties so designated, and that the Owners shall not have or exercise any of the approval rights reserved to such parties hereunder. In addition, the Declarant, and the ARC shall have the non-exclusive right, but not the obligation, to enforce all of the terms and provisions of this Declaration.

8. Driveways. All driveways shall be of a material approved by the ARC. The location of driveways must be preapproved by the ARC and Elmore County Engineer's Office.

9. Exterior Sculptures. Exterior sculptures, fountains, flagpoles, gates and similar items must be approved by the ARC. All gates must be approved by the ARC.

10. Fences. No fence or fencing-type barrier of any kind shall be erected, placed, allowed or maintained on any lot without prior consent of the ARC.

11. Firearms. The use of firearms in the community is prohibited. The term "firearms" include "B-B" guns, pellet guns and small firearms of all types.

12. Indemnity of Architectural Review Committee. Owners shall indemnify every member of the ARC against any and all expenses, including trial and appellate attorney's fees and costs, reasonably incurred by or imposed upon any 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 a member of the ARC. The members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct or bad faith, with regards to the business of the ARC. The members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the ARC, except to the extent that they are members of the ARC, and the ARC shall indemnify and forever hold each of said members 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 member may be entitled.

13. Lot Appearance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her own property.

14. Machinery. No machinery shall be placed on or operated upon any portion of a lot except such machinery as is normal and usual in the maintenance of a private residence, or except that is necessary during the original construction of a residence or a major renovation or improvement thereto.

15. Mining. No oil drilling, oil development operations, oil refining, 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.

16. 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 to the neighborhood.

17. Overhead Facilities. No 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 lots (except the existing power line along Lots 4, 5, and 6 and such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision). Nothing herein shall be construed to prohibit overhead street lighting fixtures, or ornamental yard lighting where such is serviced by underground wires or cables. Satellite dishes will be allowed in a location approved by ARC, but in no event in the front yard.

18. Preconstruction Storage. No separate garages or outbuildings or auxiliary structures of any kind or nature, shall be constructed, used or occupied prior to the construction of the main house structure, except such as may be used in storing tools and materials for the construction of the main house and must be approved by the ARC.

19. Private Recreation Areas. Except as permitted by the ARC, no basketball goal shall be put up facing a community street or using said street as any part of a recreational court or area.

20. Refuse Disposition. All residential and construction refuse will be collected by a certified and/or licensed commercial refuse collection company. Burning of trash is not allowed.

21. Resubdivision of Lots. No lot may be further subdivided except by declarant who reserves the right to further subdivide any lot or lots at its sole discretion.

22. Sewage Treatment. No individual sewerage disposal system, grease traps, field lines or extension of field lines shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the applicable public health authorities. Approval of such system as installed shall be obtained from such authority.

23. Sign Restriction. No sign of any kind shall be displayed visible to the public view on any lot except one professional sign of not more than one square foot each and located at the road front. In case of advertising the property for sale or rent or in the case of signs used by a builder to advertise the property during construction and sale period, one sign of not more than five square feet of advertising shall be allowed on any lot at the road front. No lighted signs are permitted. All permitted signs shall not be more than three (3) feet above grade.

24. Square Footage Restrictions. The square footage requirements shall consist of that area under and within all roof edges or decks which serve as a roof i.e., the building footprint.

Primary Building – Minimum 1,400 square feet

Calculations only include heated and cooled areas.

Basements are not included in the calculation of the square footage.

Buildings are not limited in height but shall not consist of more than a basement and two stories above the basement plus a complying cupola or roof structure.

25. Street Appearance. All clothes' lines, garbage cans, wood piles, swimming pool pumps and related equipment and other similar items must be approved by the ARC and shall be located or screened so as to be concealed from view of neighboring streets and property and shall be kept in a clean and sanitary condition.

26. Temporary Structure. No structure of a temporary character (trailer, tent, mobile home, motor home, basement, shack, garage, barn or other out-building or auxiliary structure) shall be used at any time as a residence, either temporarily or permanently. Temporary construction facilities and toilets used in the construction on a lot shall be hidden from view.

27. Use of Property. Lots may be used for residential use only.

28. Utility Easements. Easements for installation and maintenance of utilities and private drainage and access are reserved as shown on the Plat. The easement area shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

29. Window Units. Except as may be permitted by the ARC, no window air conditioning units may be installed. No air conditioning apparatus or unsightly protection shall be attached to the front or sides of any residence.

30. Construction Obligations. Owners must conform to all requirements of the Alabama Department of Environmental Management, including the requirements of Construction Best Management Practices Plan. These requirements shall include, but are not limited to, the placement of silt barriers around the Lot during construction.

31. General Prohibitions and Requirements. No boat, boat trailer, camper or similar equipment or vehicle shall be parked in public view or stored on any road, street or driveway located in the Subdivision for a period of time in excess of 48 hours except in garages, behind their fence or on the rear part of the lot. Also, no unkempt or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Lot except in garages, storage house or carport. The statement "in public view" shall be determined and/or interpreted by the ARC.

32. Effect of Invalidation. Each restriction and protective covenant is declared to be separate and independent of the other restrictions and covenants and therefore invalidation by any court of any restriction or covenant shall in no way affect any of the other restrictions or covenants to which shall remain in full force and effect.

33. Amendment. The Declarant may amend this declaration of protective covenants without any other approvals or consents until such time as the last lot within the Property has been sold. Thereafter this declaration may be amended by the written consent of no less than sixty percent (60%) of the Owners within the Property, which amendment must be recorded in the Office of the Judge of Probate of Elmore County, Alabama.

34. Consent of Mortgagee. Jason R. Benton joins in the execution of this Declaration, in its capacity as Mortgagee, to indicate its consent thereto.

IN WITNESS WHEREOF, the Developer has hereunto caused its hand to be set as of the _____ day of June, 2015, by its duly authorized Member.

Simple Homes, LLC,
an Alabama limited liability company

By: _____
W. Stacey Gunn
Its Member

STATE OF ALABAMA)
COUNTY OF Elmore)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that W. Stacey Gunn, whose name is signed to the foregoing instrument as Member of Simple Homes, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as said Member executed the same voluntarily and with full authority as the act of said company, on the day the same bears date.

Given under my hand and official seal, this 12 day of June, 2015.

(SEAL)

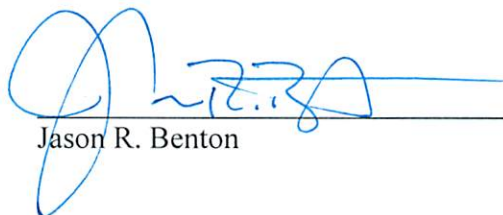
Rachel S. Cunningham
Notary Public
My Commission Expires: _____

RACHEL CUNNINGHAM NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: MAY 17, 2017

This instrument was prepared by:
William I. Eskridge
Rushton, Stakely, Johnston & Garrett, P.A.
P.O. Box 270
184 Commerce Street
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJ&G File No. 8105-56

JOINDER AND CONSENT

The undersigned does hereby join in and consent to this Declaration on this 12 day of June, 2015.

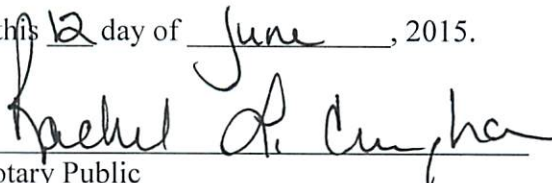
 (L.S.)
Jason R. Benton

STATE OF ALABAMA)
COUNTY OF Elmore)

I, the undersigned authority, a Notary Public in and for said State at Large, do hereby certify that Jason R. Benton, whose name 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 above and foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 12 day of June, 2015.

(SEAL)


Notary Public
My Commission Expires: _____

RACHEL CUNNINGHAM
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MAY 17, 2017