

STATE OF ALABAMA }
 }
COUNTY OF CHEROKEE }

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNSET SHORES OF CEDAR BLUFF

This Declaration of Covenants, Conditions and Restrictions is made this the 14th day of June, 2007, by Sunset Shores of Cedar Bluff, L.L.C., referred to herein as the "Developer."

WHEREAS, the Developer is the owner of the realty located in Cherokee County, Alabama and being more particularly described as follows:

All that tract or parcel of land lying and being located in the southwest quarter of the southwest quarter of Section 29 and the northwest quarter of the northwest quarter of Section 32 and the northeast quarter of the northeast quarter of Section 31, Township 9 South, Range 10 East, Cedar Bluff, Cherokee County, Alabama, and being more particularly described as follows:

Beginning at the intersection of elevation 565 which is the property line of Lake Weiss and the southwest right-of-way of Dykes Bridge Road, thence running South 42°42'30" East along the southwest right-of-way of Dykes Bridge Road for a distance of 8.48 feet to a point, thence continuing along said right-of-way and running South 48°09'50" East for a distance of 255.65 feet to a point, thence continuing along said right-of-way and running South 48°09'50" East for a distance of 157.18 feet to a point, thence continuing along said right-of-way and running South 48°09'50" East for a distance of 124.83 feet to a point, thence running South 44°45'51" West for a distance of 91.47 feet to a point, thence running South 31°25'10" West for a distance of 15.03 feet to a point, thence running South 39°55'07" West for a distance of 22.85 feet to a point, thence running South 57°37'52" West for a distance of 17.28 feet to a point, thence running South 01°06'05" East for a distance of 55.03 feet to a point, thence running curvilinearly along a curve having an arc of 8.17 feet and a chord running South 41°57'41" East for a distance of 7.49 feet to a point, thence running North 88°46'38" East for a distance of 2.87 feet to a point, thence running curvilinearly along a curve having an arc of 8.10 feet and a chord running North 55°34'36" East for a distance of 7.88 feet to a point, thence running North 42°22'33" East for a distance of 27.58 feet to a point, thence running South 47°37'27" East for a distance of

20.00 feet to a point, thence running South 42°22'33" West for a distance of 19.60 feet to a point, thence running curvilinearly along a curve having an arc of 4.61 feet and a chord running South 15°56'31" West for a distance of 4.45 feet to a point, thence running South 10°29'32" East for a distance of 17.02 feet to a point, thence running South 79°30'28" West for a distance of 20.00 feet to a point, thence running North 10°29'32" West for a distance of 2.84 feet to a point, thence running curvilinearly along a curve having an arc of 14.09 feet and a chord running North 50°51'27" West for a distance of 12.95 feet to a point, thence running South 88°05'15" West for a distance of 50.39 feet to a point, thence running North 01°17'10" West for a distance of 69.38 feet to a point, thence running North 07°44'25" East for a distance of 18.47 feet to a point, thence running North 79°52'10" West for a distance of 20.49 feet to a point, thence running North 76°22'28" West for a distance of 31.39 feet to a point, thence running South 88°15'23" West for a distance of 93.97 feet to a point, thence running South 19°54'31" West for a distance of 58.79 feet to a point, thence running South 03°55'06" East for a distance of 118.32 feet to a point, thence running South 10°54'24" East for a distance of 43.90 feet to a point, thence running South 24°52'59" East for a distance of 43.90 feet to a point, thence running South 35°04'23" East for a distance of 56.59 feet to a point, thence running South 13°16'21" East for a distance of 49.30 feet to a point, thence running South 12°16'14" West for a distance of 40.96 feet to a point, thence running South 00°55'20" West for a distance of 37.41 feet to a point, thence running South 29°11'14" East for a distance of 37.41 feet to a point, thence running South 56°14'22" East for a distance of 29.83 feet to a point, thence running South 80°10'02" East for a distance of 29.83 feet to a point, thence running North 79°17'38" East for a distance of 40.07 feet to a point, thence running South 71°57'50" East for a distance of 24.21 feet to a point, thence running South 45°37'33" East for a distance of 110.95 feet to a point, thence running North 86°31'28" East for a distance of 67.54 feet to a point on the northwest right-of-way of Money's Bend Road, thence running South 64°59'50" West along the northwest right-of-way of Money's Bend Road for a distance of 76.45 feet to a point, thence continuing along said right-of-way and running South 65°25'39" West for a distance of 379.78 feet to a point, thence continuing along said right-of-way and running South 69°33'17" West for a distance of 287.33 feet to a point, thence continuing along said right-of-way and running South 71°11'50" West for a distance of 181.53 feet to a point, thence continuing along said right-of-way and running South 72°17'52" West for a distance of 159.37 feet to a point, thence continuing along said right-of-way and running South 75°52'32" West for a distance of 78.39 feet to a point, thence running North 59°45'30" East for a distance of 470.95 feet to a point on the elevation line 565 which is the property line of Lake Weiss, thence continuing along said elevation line and running North 77°38'06"

East for a distance of 24.69 feet to a point, thence continuing along said elevation line and running South 05°19'53" West for a distance of 36.59 feet to a point, thence continuing along said elevation line and running North 65°07'55" East for a distance of 99.35 feet to a point, thence continuing along said elevation line and running North 52°32'40" East for a distance of 48.16 feet to a point, thence continuing along said elevation line and running North 64°34'47" East for a distance of 144.29 feet to a point, thence continuing along said elevation line and running North 44°31'59" West for a distance of 69.95 feet to a point, thence continuing along said elevation line and running North 50°30'56" West for a distance of 60.42 feet to a point, thence continuing along said elevation line and running North 50°10'36" West for a distance of 54.15 feet to a point, thence continuing along said elevation line and running South 79°06'02" West for a distance of 14.17 feet to a point, thence continuing along said elevation line and running South 55°32'04" West for a distance of 52.31 feet to a point, thence continuing along said elevation line and running South 67°32'14" West for a distance of 16.82 feet to a point, thence continuing along said elevation line and running North 70°30'43" West for a distance of 10.95 feet to a point, thence continuing along said elevation line and running North 25°54'11" West for a distance of 31.76 feet to a point, thence continuing along said elevation line and running North 15°36'08" East for a distance of 18.18 feet to a point, thence continuing along said elevation line and running North 40°51'00" East for a distance of 23.08 feet to a point, thence continuing along said elevation line and running North 56°43'16" East for a distance of 42.11 feet to a point, thence continuing along said elevation line and running North 39°04'24" East for a distance of 22.90 feet to a point, thence continuing along said elevation line and running North 00°40'57" West for a distance of 26.93 feet to a point, thence continuing along said elevation line and running North 32°21'33" West for a distance of 82.66 feet to a point, thence continuing along said elevation line and running North 24°37'01" West for a distance of 16.95 feet to a point, thence continuing along said elevation line and running North 22°11'50" West for a distance of 29.74 feet to a point, thence continuing along said elevation line and running North 07°52'48" West for a distance of 35.94 feet to a point, thence continuing along said elevation line and running North 02°44'41" West for a distance of 14.19 feet to a point, thence continuing along said elevation line and running North 22°45'14" East for a distance of 30.69 feet to a point, thence continuing along said elevation line and running North 11°25'34" West for a distance of 26.95 feet to a point, thence continuing along said elevation line and running North 04°17'12" West for a distance of 45.10 feet to a point, thence continuing along said elevation line and running North 15°41'58" East for a distance of 45.28 feet to a point, thence continuing along said elevation line and running North 31°11'22" East for a distance of 30.80 feet to a point, thence continuing along said elevation

line and running North 07°26'51" West for a distance of 11.75 feet to a point, thence continuing along said elevation line and running North 06°43'55" East for a distance of 7.05 feet to a point, thence continuing along said elevation line and running North 20°50'43" West for a distance of 14.16 feet to a point, thence continuing along said elevation line and running North 22°59'04" West for a distance of 36.31 feet to a point, thence continuing along said elevation line and running North 11°59'57" East for a distance of 28.06 feet to a point, thence continuing along said elevation line and running North 24°19'36" East for a distance of 42.45 feet to a point, thence continuing along said elevation line and running North 20°06'35" East for a distance of 18.36 feet to a point, thence continuing along said elevation line and running North 56°50'48" East for a distance of 7.90 feet to a point, thence continuing along said elevation line and running North 36°36'30" East for a distance of 40.05 feet to a point, thence continuing along said elevation line and running North 10°37'37" East for a distance of 26.33 feet to a point, thence continuing along said elevation line and running North 06°12'45" East for a distance of 36.48 feet to a point, thence continuing along said elevation line and running North 35°19'09" East for a distance of 30.57 feet to a point, thence continuing along said elevation line and running North 52°11'19" East for a distance of 33.68 feet to a point, thence continuing along said elevation line and running North 19°05'25" West for a distance of 14.12 feet to a point, thence continuing along said elevation line and running North 46°17'33" West for a distance of 21.70 feet to a point, thence continuing along said elevation line and running North 28°33'08" West for a distance of 18.55 feet to a point, thence continuing along said elevation line and running North 40°10'36" West for a distance of 24.09 feet to a point, thence continuing along said elevation line and running North 16°46'21" West for a distance of 8.74 feet to a point, thence continuing along said elevation line and running North 41°05'05" West for a distance of 22.18 feet to a point, thence continuing along said elevation line and running North 37°32'02" East for a distance of 18.98 feet to a point, thence continuing along said elevation line and running North 44°18'39" East for a distance of 15.67 feet to a point, thence continuing along said elevation line and running South 88°53'27" East for a distance of 5.15 feet to a point, thence continuing along said elevation line and running North 31°11'28" East for a distance of 6.22 feet to a point, thence continuing along said elevation line and running North 42°28'52" East for a distance of 26.74 feet to a point, thence continuing along said elevation line and running North 28°27'25" East for a distance of 2.40 feet to a point, thence continuing along said elevation line and running South 62°40'42" East for a distance of 11.38 feet to a point, thence continuing along said elevation line and running South 89°52'50" East for a distance of 43.84 feet to a point, thence continuing along said elevation line and running North 11°08'39" West for a distance of 61.03 feet to a point, thence continuing

along said elevation line and running North 18°52'27" East for a distance of 3.61 feet to a point, thence continuing along said elevation line and running North 29°44'24" West for a distance of 25.99 feet to a point, thence continuing along said elevation line and running North 27°13'04" East for a distance of 4.02 feet to a point, thence continuing along said elevation line and running North 62°51'44" East for a distance of 8.33 feet to a point, thence continuing along said elevation line and running North 60°58'17" East for a distance of 18.34 feet to a point, thence continuing along said elevation line and running North 68°00'38" East for a distance of 12.88 feet to a point on the southwest right-of-way of Dykes Bridge Road and the Point of Beginning.

Said tract contains 9.56 acres according to a survey prepared by Crawford and Associates, dated April 16, 2007. [05-22-07]

WHEREAS, the Developer intends to sell the above described property, restricting it in accordance with a common plan designed to preserve the value and qualities of the land for the benefit of its future owners.

NOW THEREFORE, Developer declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion of said real property. For so long as the Developer owns any of the realty in the condominium development, the Developer retains the right to alter or amend these restrictions for good cause, including the prevention of undue hardship.

I. ARCHITECTURE

A. Land Use and Building Type

The realty shall not be used for any purpose except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than the three four-level buildings, and the nineteen single story structures as noted in the Declaration of Condominium of Sunset Shores of Cedar Bluff Condominium.

Mobile homes, modular homes, or manufactured housing of any type shall not be permitted on any realty.

B. Dwelling Size and Quality

No dwelling shall be erected on any lot that contains less than 1,000 square feet of heated space exclusive of open porches, garages and patios. All

dwelling shall be of a quality workmanship and materials substantially the same or better than those required by the Southern Building Code currently in force and effect for 2007 at the time a building permit is issued. Twenty percent (20%) of the dwelling exterior shall be constructed of rock, sixty percent (60%) shall be constructed of stucco, and the balance shall be constructed of siding or wood.

C. Building Location

- (a) No building shall be located on any lot nearer than 5 feet to the front line or nearer than 5 feet to any street line.
- (b) No building shall be located nearer than 4 feet to an interior lot line nor shall any dwelling be located nearer than 5 feet to the rear lot line.
- (c) Every residence shall face Dykes Bridge Road on which the realty fronts.

D. Miscellaneous Architectural Restrictions

- (a) **Fences:** No fence, wall, or hedge shall be placed on the condominium property except by the Declarant/Developer, or by the Architectural Control Committee. No fence, wall, or hedge shall be placed on any portion of the lot higher than 6 feet from the ground.
- (b) **Miscellaneous Structures:** No structure of a temporary nature, including, but not limited to trailer, tent, shack, or other outbuilding shall be permitted on the realty at any time. Inoperative vehicles shall not be kept on any of the realty in the subdivision.

No mechanical equipment such as filter systems or vacuum systems for swimming pools, shall be located as to be visible from the street, except, however, an air conditioner compressor used in connection with the main dwelling may be located on the side of the dwelling, provided that the unit is screened from the street by shrubbery or an architecturally coordinated screen. No air conditioner may be located on the front of any structure facing the street. No window air conditioners permitted. No outside clothes lines shall be erected or maintained on any of the said lots. All utilities shall be underground.

- (c) **Signs:** No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for rent or sale, or signs used by the

Developer to advertise the property during the construction and sales period. Design compatibility and uniformity will be emphasized.

- (d) Sidewalks/driveways: All permanent walkways/driveways must be the same material and architectural design as to appear part of the home, yard and landscaping design. All driveways must be concrete or brick pavers.
- (e) Architectural Control: No building, including accessory structures, landscaping, garages or additions (or substantial exterior changes, including painting), and the color choices for same, along with brick and stone choices, shall be erected, improved, made or altered on any lot unless the plans therefore have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The plans shall be submitted to Sunset Shores of Cedar Bluff, L.L.C., at 836 Stewart Street, Carrollton, Georgia 30117 (or at such other address specified by the Developer).
- (1) The Architectural Control Committee shall be composed of the Developer only for up to twelve (12) months after the last unit of the condominium has sold. Thereafter, the Committee shall be composed of three members, all of whom shall be elected by the Homeowners Association.
- (2) The committee's approval or disapproval as required by these covenants shall be in writing and shall be submitted to the ACC by the owner of the lot no fewer than thirty-five (35) days prior to the commencement if by construction. If the committee fails to approve or disapprove any plans or specifications within thirty (30) days after being received, the same shall be deemed approved. Approval shall not be unreasonably or arbitrarily withheld.
- (3) Failure to comply with directions of the Architectural Control Committee may result in legal action and the property owner shall be responsible for the expenses of same including legal expenses and court costs.
- (f) Nuisances and Other Prohibitions: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

No businesses may be operated from any residence other than that type of business which requires a single home office.

No trucks larger than one ton or commercial type vehicle may be stored or parked on any residential street or the realty, except while engaged in transporting to or from a residence in the subdivision.

All premises shall be kept in a clean and attractive manner and no refuse piles or unsightly objects shall be allowed to remain anywhere thereon. Grass, weeds and vegetation on the realty shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. The Homeowners Association has the right to notify in writing of offense and take action at the homeowner's expense for violation. Trees, shrubs and plants which die shall be promptly removed from such realty. Construction sites shall be kept in an orderly condition and streets shall be kept clear of construction debris and materials. Existing drainage swales and ditches shall be maintained and free from blockage.

No firearms, archery, or archery equipment or other devices of a similar nature shall be operated or used on any realty in the condominium.

No animals, livestock or poultry, other than dogs or cats, will be allowed and those must not disturb the neighbors. All dogs must be kept on a leash. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No sporting kennels will be permitted.

II. HOMEOWNERS ASSOCIATION

- A. Each owner of a Unit in Sunset Shores of Cedar Bluff Condominiums shall be a member of SUNSET SHORES OF CEDAR BLUFF ASSOCIATION, INC. and this membership shall be inseparable appurtenant to and shall pass with the title to each Unit. (However, Developer shall be a member of the Association, under the terms and conditions of this Section II, regardless of whether Developer owns a Unit. Units with multiple ownership shall be entitled to one membership in the Association and one of the owners in such a Unit shall be designated by the co-owners as their representative, and the person to note upon matters pertaining to the Association.

- B. Every member of the Association shall have one vote in the election of officers. For all other matters and purposes, including the creation of Bylaws or regulations governing the actions and responsibilities of the Homeowners Association, the Association shall have two classes of voting membership, as follows:

Class A: Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one vote for each Unit in which the owner is the record holder of the title.

Class B: Class B members shall be the Developer who shall be entitled to twenty five votes, regardless of whether Developer owns a Unit.

The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

- (a) When Developer elects to no longer be a member of the Homeowners Association.
 - (b) On the tenth anniversary date of the recording of this declaration.
- C. **Assessment:** The Developer, for each Unit owned within Sunset Shores of Cedar Bluff condominiums, hereby covenants, and each owner of any other Unit in the properties by acceptance of the deed or assignment therefore, whether or not it shall be so expressed in such deed or assignment, is deemed to covenant and agree to pay to the Homeowners Association commencing at time of sale an assessment of two months Association fees in the sum of N.A. and 00/100 DOLLARS, and monthly dues of N.A. and 00/100 DOLLARS. Developer shall be responsible for all assessments due and accrued from August 2007 to August 2008. The Association fees shall be that sum set by the Association on an annual basis.

The assessments levied by the Association shall be used to provide the following services as a benefit to all owners:

- (a) grass cutting and maintenance, trimming, fertilizing and spraying of common grounds and subdivision entrance;
- (b) water and electricity to flowers and landscape beds at the subdivision entrance;
- (c) annual planting and plant replacement at the subdivision entrance;

- (d) repairs and maintenance to the Developer-installed underground utilities, entrance lighting, street markers, walls and fencing;
- (e) insurance, bookkeeping and mailing expenses;
- (f) reserve for replacements;
- (g) such other services as determined by the Association's Board of Directors to be beneficial to all owners.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. After ten (10) days written notice of the delinquent assessment is given the owner, the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien, including legal fees, against the property. Each such owner, by his acceptance of a deed or assignment to a parcel of property, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his parcel of property.

Assessments may be raised or lowered annually according to needs determined by the Association.

Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

The realty is subject to the Rules and Regulations Concerning Use of SUNSET SHORES OF CEDAR BLUFF ASSOCIATION, INC. General Community Rules, attached hereto and which may be amended at anytime by the Association.

IN WITNESS WHEREOF, Developer has executed this Declaration of Covenants, Conditions and Restrictions on the day first shown.

SUNSET SHORES OF CEDAR BLUFF, L.L.C.

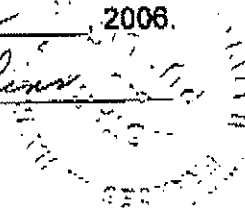
By: Curtis Costley
Curtis Costley, Member

STATE OF ALABAMA }
COUNTY OF ETOWAH }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Curtis Costley, a Member of Sunset Shores of Cedar Bluff, L.L.C., whose name is signed to the foregoing Declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of said Declaration, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of June, 2006.

Francis M. Hawkins
NOTARY PUBLIC



State of Alabama, Cherokee County
I certify this instrument was filed
and fees collected on:

2007 June -19 9:19AM

Instrument Number	148010	Pages	11
Recording	36.00	Mortgage	
Deed		Min tax	
Index		OF	
Archive		Other	2.00
Total Fees	-----		38.00

Melvyn W. Salter, Judge of Probate