

Marshall County, Alabama
 2007 October -30 2:41PM
 Inst Book Page Pages
 3010022 4373 67 4
 -----RESTRICTIONS-----
 FIRST PAG 3.00 ADDITIONA 9.00
 INDEX FEE 1.00 PROBATE F 5.00
 Total Fees ----- 18.00
 Tim Mitchell Judge of Probate

**SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF CHEROKEE RIDGE SUBDIVISION
 ADDING "THE COTTAGES AT CHEROKEE RIDGE"**

THIS SUPPLEMENTAL DECLARATION, made on this 30th day of October, 2007, by Cherokee Ridge Corporation, an Alabama corporation (hereinafter referred to as "Declarant").

WITNESSETH:

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., which restrictions are incorporated herein by reference; and

12.00
 1.00
 5.00

 18.00

WHEREAS, said restrictions, by their terms, apply to property of Declarant recently subdivided, identified as Survey of Lots of The Cottages at Cherokee Ridge Subdivision and filed for record in the Probate Office of Marshall County, Alabama on 10-30-2007, 2007, in Plat Book 8, Page 271 (the "Lots"); 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 Survey of Lots of The Cottages at Cherokee Ridge Subdivision represented by the hereinabove mentioned Plat 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. (hereinafter referred to as the "Declaration"), 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 Lots and Properties and be binding on all parties having any right, title or interest in the Lots and/or 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 this Supplement to the Declaration (hereinafter referred to as "the Supplement") and any subsequent amendment or supplement thereto. Declarant hereby declares that all of the Lots and 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 easements, restrictions, covenants, and conditions contained in the Declaration recorded in Book 1114, at Page 22 et seq., which Declaration is incorporated herein by reference as if fully set forth and this Supplement to the Declaration, as amended or supplemented from time to time; as well as such easements, building or set-back lines or restrictions set forth on said Plat recorded in Plat Book , at Page of the Probate Record of Marshall County, Alabama. This Supplement 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 this Supplement shall run with the Lots and 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.

This Supplement 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 the Declarations.

Section 2. 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 Declarations), garages, attached garages and decks is not less than 2,100 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, as defined in the Declaration.

Section 3. PROPERTY USE: The Lots and Properties may be used for construction of Golf Cottages as provided by Section 3 of Article III of the Declaration. The Lots being designated for Golf Cottage construction shall be exempt from the requirements in the Declaration that garage doors shall not face any street and shall further be exempt from any set back building line requirements.

Section 4. EASEMENTS FOR GOLF COURSE:

(a) The Lots and Properties are burdened with an easement permitting golf balls unintentionally to travel over and come upon such areas, and for golfers at reasonable times and in a reasonable manner to come upon the Lots and Properties to retrieve errant golf balls. The

existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: Declarant; the Association or its Owners/Members (in their capacities as such); the Club or owner, operator, or lessee of any golf course, or assigns; any Builder or contractor (in their capacities as such); any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

(b) The owner/operator of any golf course or Club within or immediately adjacent to the Lots and Properties, its agents, successors, and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair, and replacement of its golf course.

(c) Any portion of the Lots and Properties immediately adjacent to a golf course is hereby burdened with a non-exclusive easement for overspray of water from the irrigation system serving such golf course. Under no circumstances shall the Association, Club or the golf course owner/operator be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(d) The Club or owner/operator of any golf course within or immediately adjacent to the Lots and Properties, its successors and assigns, shall have a perpetual, exclusive easement of access over the Lots and Properties for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from its golf course.

Section 5. ASSUMPTION OF RISK AND INDEMNIFICATION: Each Owner, by purchasing a Lot in the vicinity of the Golf Course or Golf Course Property, hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of such golf course, including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (b) noise caused by golfers, (c) use of pesticides, herbicides, and fertilizers, (d) the irrigation of the golf course, (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course, (f) errant golf balls and golf clubs, and (g) design or redesign of the golf course.

Each such Owner agrees that Declarant, the Association, Owners, the Club or owner(s)/operator(s) of the golf course, and any of Declarant's affiliates or agents shall not be liable to Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents, the Club or operator, or the Association. The Owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents,

the Association, Owners, and the Club and/or its operator against any and all such claims by Owner's visitors, tenants, and others upon such Owner's Lot.

Section 6. VARIANCES AND AMENDMENTS OF DECLARATION: The restrictive covenants set forth herein may be waived, varied or amended only as provided herein or by the original Declaration.

IN WITNESS WHEREOF, Cherokee Ridge Corporation, an Alabama Corporation, the owner of all of the property made the subject of this Supplemental Declaration has caused its name to be signed and its corporate seal to be affixed this 30th day of OCTOBER, 2007.

CHEROKEE RIDGE CORPORATION,
An Alabama Corporation

(S E A L)

BY: *Sidney L. McDonald*
Sidney L. McDonald
Its President

STATE OF ALABAMA)
COUNTY OF MARSHALL)

I, *Brenda J. Childress*, a Notary Public in and for said County and State, do hereby certify that Sidney L. McDonald, President of Cherokee Ridge 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 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 30 day of October, 2007.

Brenda J. Childress
Notary Public
My Commission Expires: 01-08-2009

