

Covenants and Restrictions are being revised and updated.

THE
SILVER LAKE

SUBDIVISION



*To Promote the Peaceful and Quiet Enjoyment
Of [REDACTED]*

LAYMAN'S BASIC INTERPRETATION

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

For

THE SILVER LAKE SUBDIVISION

This Declaration of Covenants, Conditions, and Restrictions for The Silver Lake Subdivision, made this 20 day of December, 2019 by Silver Lake Property Owners' Association, Inc. ("POA"), is applicable to Silver Lake Subdivision (the "Development").

WHEREAS, Barnard Properties, LLC (Developer) is owner of Silver Lake Subdivision

WITNESSETH:

NOW, THEREFORE, Barnard Properties, LLC (the "Developer") hereby declares that the Development is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants, Conditions, and Restrictions set forth herein. These Covenants, Conditions, and Restrictions, and all the benefits and affirmative and negative burdens imposed herein, shall touch, concern, and run with the Development.

NOW, THEREFORE: the Board of Directors of Silver Lake Property Owners' Association, Inc., hereby causes this duly adopted Declaration of Covenants, Conditions, and Restrictions for Silver Lake Subdivision to be effective this 20 day of December, 2019.

ARTICLE I – DEFINITIONS

Barnard Properties, LLC shall be herein referred to as "Developer."
"Development" shall be Silver Lake Subdivision. The Silver Lake Property Owners' Association, Inc. shall be "POA."

ARTICLE II – PURPOSE

These Covenants, Conditions, and Restrictions are intended to facilitate the creation of a rural-oriented Development that is both aesthetically pleasing and is functionally convenient.

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ARTICLE III – QUIET ENJOYMENT

Section 3.01. NO INTERFERENCE WITH QUIET ENJOYMENT. No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Common Areas, nor shall anything be done thereon, either willfully or negligently, which may become an annoyance or nuisance to the Owners or occupants of the Development.

Section 3.02. CONDUCT OF GUESTS. Owners are responsible for the actions of their guests.

Section 3.03. PUBLIC INTOXICATION PROHIBITED. This being a quiet community, any person intoxicated or appearing to be intoxicated shall be barred access and use of all recreational facilities. The term “intoxicated” is not restricted to any legal definition and shall be extended to mean anyone who is abusive, physically, or verbally offensive and lewd or otherwise embarrassing to other owners, residents, or their guests.

Section 3.04. PARENTAL RESPONSIBILITY. Parents will be held responsible for the proper conduct of their children, guests, or the children of their guests. Homeowners will be held liable for damage and repairs to the Common Areas as a result of their guests.

Section 3.05. VANDALISM. Vandalism will not be tolerated. Persons responsible will be prosecuted by law.

ARTICLE IV – COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO LOTS AND DWELLING UNITS

Section 4.01. USAGE. Any Lot shall be used exclusively for a single-family residential dwelling, an attached garage and appurtenant structures.

Section 4.02. MAILBOXES. All mailboxes must be uniform in appearance and design.

Section 4.03. UNSIGHTLY CONDITIONS. It shall be the responsibility of each Property Owner thereof to prevent the accumulation of litter, trash, packing crates, or rubbish or the development of unclean, unsightly, or unkempt condition of the building or grounds on their Lot before, during, or after construction. It shall also be the responsibility of each Property Owner and tenant thereof to prevent accumulations that shall tend to substantially decrease the beauty of the community as a whole or the specific area.

- (a) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, hazardous, or other waste material shall not be kept on any Lot except in sanitary containers. All garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be kept or maintained so as not to be visible from the streets.

- (b) No building materials, supplies, equipment of any kind, or other items may be placed, stored, or allowed to remain on any Lot, except that building materials and equipment may be placed or stored upon any such Lot during construction of houses thereon or during additions, modifications, or repairs thereon.
- (c) Rubbish Removal. The Owner of a Lot, improved or unimproved, shall keep the same free of any trash and rubbish, maintained in such a manner as to prevent the same from becoming unsightly, unsanitary, or a hazard to health and in an attractive natural condition. In the event the Owner of a Lot fails to comply with the terms of this Paragraph, either the Developer or the POA shall have the right (but not the obligation) to go upon such Lot and to remove rubbish and any other unsightly or undesirable objects there from, and perform and furnish any labor necessary or desirable to maintain the Lot in a natural and attractive condition, all at the expense of the Owner of such Lot, which expense shall become payable by the Owner thereof on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided to which such Lot is subject. Neither the Owners, the POA, nor any of their agents, employees, or contractors shall be liable for any damages to any person or property which may result from the exercise of any of the rights conferred in this Paragraph.
- (d) Pollution. No Lot shall be used in such a manner as would result in the pollution, discoloration, or discharge of mud, debris, or other undesirable materials (liquid or solid), in any stream, waterway, lake, or pond which flows through or is near to such Lot.

Section 4.04. REPAIRS AND HAZARDS. Any building or other improvements on any Lot that is destroyed partially or totally by fire, storm, or other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is not repaired within a reasonable time (in no event longer than 60 days) following notice, may be repaired or removed at the direction of the POA, and the cost of such repairs or removal shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to affect such repairs or removal shall not be deemed trespass.

Section 4.05. TRESPASS. Whenever either the Developer or the POA is permitted by this Declaration to correct, repair, preserve, clear out, or do any action on or to the Development or on the easement areas adjacent thereto, entering Development and taking such action shall not be deemed a trespass.

Section 4.06. SUBDIVISION. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer. However, the

Developer hereby expressly reserves to itself, its successors and assigns, the right to re-plat any Lot and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site, including but not limited to, the relocation of any easements, walkways, tunnels, rights-of-way, roadways, and recreational facilities. The provisions of this Section shall also not prohibit the combining of two or more contiguous Lots into one large Lot or allowing three Lots to be divided into two Lots with the approval of the POA and applicable local city or county regulating bodies. With the approval of the POA and local city or county subdivision regulating bodies, adjacent Lot Owners may adjust or relocate their common Lot line.

Section 4.07. LANDSCAPING AND IRRIGATION. The Developer encourages the use of natural landscaping and any Lot Owner or contractor shall submit to the POA prior to construction of any Dwelling, a landscaping and irrigation plan which shall be approved by the POA and/or its successors and assigns. All lots shall have an approved irrigation system. All landscaping and irrigation systems shall be completed in accordance with the approved landscaping and irrigation plan and shall be completed within sixty (60) days from the completion of the construction of said Dwelling, including sodding of disturbed area with grass, or other ground cover approved by the POA. If the Lot Owner fails to complete said landscaping within sixty days of the date of completion of the construction or the date of purchase, following notice, the POA may oversee the landscaping and/or irrigation of the Lot at the owner's expense.

- (a) All A/C units and similar mechanical devices shall be screened from view by vegetative plant matter.
- (b) Lawns must not exceed 6" in growth. Weeds and bushes must be kept in control.

Section 4.08. WATER RUNOFF CONTROL MEASURES. It shall be the sole responsibility of any Lot Owner and Contractor to maintain proper water runoff control measures on that Lot prior to and during the construction of any Dwelling. The Lot Owner and Contractor shall take proper measures to ensure that no silt, sand, clay, mud, or other similar materials shall run off any Lot and collect onto the streets, gutters, or underground drains located in the Development. Upon completion of any Dwelling, it shall be the responsibility of the Lot Owner and Contractor to ensure that no runoff shall be allowed onto any adjoining Lot that may cause damage or erosion to said adjoining Lot. Fertilizer should be applied in such a manner that it will not contaminate runoff water.

- (a) It shall be the responsibility of the Lot Owner and Contractor to obtain any permits that shall be required by the Alabama Department of Environmental Management (A.D.E.M.) or any permits required by any other governmental agency prior to commencing construction on any Lot.
- (b) In the event that any fines shall be assessed to the Developer or the POA as a result of the Lot Owner or Contractor's failure to obtain proper

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permits or failure to maintain proper water runoff control measures, said Lot Owner shall immediately pay any such fines and penalties and shall indemnify and hold harmless the Developer and the POA for the payment of any such fines or penalties.

- (c) The Owners of Lots with drainage easements shall keep the drainage ditch in the rear maintained with good ground cover, free and unobstructed, and in a good state of repair and condition.

Section 4.09. FIREARMS. No hunting by any means, target practice, discharge of firearms, or use of any other type of hunting apparatus shall be allowed in the Development.

Section 4.10. COMMON AREAS. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the right of the POA to formulate, publish, and enforce rules and restrictions.

(a) Lake.

- a. Any guest using the Lake or Common Area must be accompanied by a POA member.
- b. Users of Lake and Common Area are required to keep same clean and neat.
- c. No motors are to be used on the Lake.
- d. No cut or change in the shoreline shall be made, nor shall any fill be made without the prior written approval of the POA.
- e. No docks may project into the lake more than three (3) feet beyond the high water line.
- f. Lake and Common Area shall be smoke free.

- (b) Fish. The POA will limit the take of fish by quantity and size to insure adequate fish population. Fish may be fed fish food only.

- (c) No motor vehicles will be allowed on Common Areas, except on the lane to Lake front recreation and parking area.

Section 4.11. REQUIRED SQUARE FOOTAGE. Each Dwelling shall have no less than twenty one hundred (2100) sq. ft. of living area on the first floor not including garage or porches and shall have 10' ceilings. House plans must have written approval of Developer or POA.

Section 4.12. GARAGE. Entrance to garage must be away from the street. The garage must be of sufficient size to accommodate two or more cars.

SECTION 4.13. VINYL LAP SIDING PROHIBITED. Vinyl lap siding shall not be permitted.

Section 4.14. CONCRETE BLOCK PROHIBITED. No concrete blocks shall be used in the construction of any building or structure which may be visible from the exterior

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after grading has been completed; provided, however, that nothing contained herein shall prohibit the construction of any residence with concrete block which are fully covered by stucco or a similar material or materials.

Section 4.15. MOBILE HOMES AND TRAILERS PROHIBITED. No motor homes, mobile homes, trailer homes or doublewides, modular homes, tents, or shacks shall be placed on any Lot either temporarily or permanently, unless garaged.

Section 4.16. LOCATION OF RECREATIONAL VEHICLES AND APPURTENANCES. Any camping trailer, camping van, truck, equipment, boat, motorcycle, motor bicycle and/or similar equipment or vehicles used for the personal enjoyment of a resident of a Lot shall at all times be parked, stored, and positioned to be inconspicuous. No tree houses, play houses, storage sheds, greenhouses, guest houses, barns, or other out-buildings or structures shall be erected on any Lot unless previously approved by the Developer or POA in writing as to design, location, and materials. No unlicensed motor vehicles shall be allowed on the Development. No motorbikes, motorcycles, motor scooters, ATV's, or any other vehicles shall be permitted on the Development if they are a nuisance by reason of noise or manner of use. Visiting motor homes, travel trailers, etc. cannot be parked on subdivision lots more than (3) three days.

Section 4.17. UNDERGROUND STORAGE TANKS. All fuel or propane containers shall be enclosed or buried underground consistent with all applicable laws and any regulations issued by the Alabama Department of Environmental Management.

Section 4.18. HOME OFFICE OR BUSINESS. No Lot shall be used for any commercial, amusement, hospital, sanitarium, school, clubhouse, charitable, or manufacturing purposes, or a professional office, except that the Developer may maintain a model home as a sales office pending sale of the Lots owned by Developer.

However, individual Lots within the Development may be used for a home office/business, which is defined as commercial enterprise conducted by a person within (inside) his residence (not within a garage, whether attached or detached, storage building, etc.). No other commercial enterprise or business shall be allowed. In order for a commercial activity to be considered as a home office/business within the meaning of this section, the following criteria shall be met:

- (a) The activity shall be located on the same Lot as the residence of the person conducting the home office/business, and the activity shall be entirely contained within (inside) the persons' Dwelling.
- (b) The activity is carried on by the person(s) who reside(s) at this location.
- (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity does not exceed 20% of the total building (Dwelling) square footage contained on the property or 1000 square feet, whichever is less.

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- (d) The activity does not result in any objectionable noise, fumes, dust, or electrical disturbance; nor does it increase traffic volumes or the amount of parking in the immediate neighborhood.
- (e) The activity does not include any window or outdoor display of goods, stock in trade, or other commodities, and does not include any retail sales on the premises. A Dwelling where a home office/business is located shall not be used as a point for customer visits, pick-ups, or deliveries. The outdoor storage of goods, stock in trade, or other commodities shall be prohibited.
- (f) In no event shall any sign advertising the office/business be allowed.

Section 4.19. LOCATION OF WASTE MATERIALS. Garbage, trash cans, and similar items must be located inconspicuously in the rear of the main residence in order that the same may not be visible from a street or adjacent residences.

Section 4.20. EXTERIOR LIGHTING. No additional exterior lights shall be mounted as to be offensive to neighbors. Any additional or non-traditional external lighting must be approved by the POA.

Section 4.21. SIGNS. No billboards or advertising signs of any kind shall be erected or displayed on the Real Property, except signs for the sale of a property of a design in keeping with the character of the neighborhood and of a size not more than four square feet in area.

Section 4.22. VEHICLE STORAGE. No wrecked, damaged, disabled, partially dismantled, or inoperable junked vehicle or parts thereof or other motor vehicles may be parked or stored on any Lot. No automobile or other motor vehicle that does not have a properly displayed current tag or license plate may be parked or stored on any Lot. No automobile maintenance or repairs of any type may be made on any Lot or in the street in the subdivision except that "minor" repairs or service may be made.

Section 4.23. NO INTERFERENCE WITH LAKE VIEW. Shrubs, recreational equipment, out buildings, and other structures on Lake Lots must not interfere with any neighboring Lot Owner's view of the Lake.

Section 4.24. GUEST HOUSES. Guesthouses with no permanent occupancy are acceptable with POA approval.

Section 4.25. WATER TANK STORAGE. Water pump, water tank, LP tanks, and etc., must be concealed from view from street and adjoining Lots.

Section 4.26. MAINTENANCE OF APPEARANCE. Owners shall not cause or permit anything that distracts from the general appearance of the community including, but

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not limited to, toys and play equipment. No clothes, towels or similar items shall be hung outdoors.

Section 4.27. TREE REMOVAL. Lot Owners must obtain written permission from the POA prior to removal of any trees.

Section 4.28. DRIVEWAYS. The total area of all driveways shall be paved with concrete.

Section 4.29. FENCES AND WALLS.

- (a) Any fence erected on any Lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence Owner's property.
- (b) No fence more than six (6) feet in height shall be erected or maintained on any interior Lot. No fence or wall on Lakefront Lots shall exceed 30" in height or in any way obstruct view of Lake by neighbors.
- (c) Any fence not properly maintained on any Lot and not brought within compliance within 30 days, shall be removed at the request of the POA. The POA may engage the powers of the state courts to enforce its decisions or citations for nonconformity or noncompliance pertaining to fence design, construction, or maintenance. In such instances the Property Owner shall be responsible to the POA for all costs, including attorney fees, if the court finds the Property Owner to be in violation of these rules and restrictions.

Section 4.30. ANIMALS.

- (a) Only two (2) pets shall be permitted per Dwelling within the community. No pit bulls and pit bull mixes are allowed. All dogs and cats must be properly licensed and have proof of current rabies tags. No pet that could, in the opinion of the POA Board be deemed offensive or a disturbing nuisance to persons residing in the community will be permitted in the community.
- (b) All pets shall be carried or walked on a leash not to exceed ten (10) feet in length at all times when outside your Lot. Pets shall be under control at all times. Any feces left by any pet on the POA Property shall be picked up immediately by the person walking the pet, who shall carry visible means to clean up said feces.
- (c) No livestock of any description may be kept or permitted on the Development with the exception of dogs, cats, and other animals which are qualified household pets, and which do not make objectionable noise or constitute a nuisance or inconvenience to Owners of other Lots. No raising, breeding, training, or dealing in dogs, cats, or any other animals may be permitted on or from any Lot.

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- (d) In any event any Owner who violates the provisions of this Section, the Board of Directors shall have the authority to enforce the provisions of said Section by causing the Owner who has violated the rules to remove the pet from the community and/or imposing reasonable assessments or fines on the Owner.

Section 4.31. CONSTRUCTION DELAYS. The construction of any residence or addition to a residential structure once commenced must be fully completed within a reasonable time thereof. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days is hereby declared nuisance which shall be removed by Owner or the POA at the expense of the Lot Owner, the cost of which shall be payable on demand.

Section 4.32. LOCATION OF UTILITY WIRING. All utility wires for electricity, telephone, or other utilities shall be located underground.

Section 4.33. MAINTENANCE OF STREETS

- (a) All outdoor sports/recreation/play structures including, but not limited to basketball goals and toys, must be removed from streets by sunset. No play equipment on Lakefront Lots that restrict Lake views from neighbors.
- (b) Portable basketball hoops, skate board ramps, and such toys shall not be left unattended on streets.
- (c) No on-street or right-of-way parking shall be allowed.
- (d) No commercial vehicle of any type shall be parked or stored on any Lot except as used to go to and from work.

Section 4.34. LOCATION OF RADIO TRANSMITTERS. There shall be no ham radios, short wave radios, other type radio or TV transmission, or other electronic devices which emit or transmit electronic signals, including satellite transmissions located on any Lot unless such transmission equipment is used totally for personal non-commercial reasons and is properly shielded to prevent interference with incoming TV, satellite, cable, and radio signals. Satellite Dishes are allowed; however, they should be located and screened so that they are not visible from the street, wherever possible.

Section 4.35. CONSUMPTION OF ALCOHOLIC BEVERAGES. All alcoholic beverages consumed on the Property of the POA must be in compliance with all federal, state, and local laws, rules, and regulations.

ARTICLE V – DUES AND ASSESSMENTS

Section 5.01. ANNUAL BUDGET. The POA Board will recommend an Annual Authorized Operating Budget, for approval by majority of the members in good standing attending the annual meeting, to include those essential maintenance,

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repair, and operating costs required to insure the health and safety of the membership and those required to conform with any state and/or local regulations. These aforementioned fees and moneys, on a pro-rata basis, shall constitute the annual dues. Any increase to the annual dues cannot exceed 25% per year of the existing dues.

Section 5.02. ALLOCATION OF SURPLUS FUNDS. Any moneys remaining in the Operation Account, known as the Operations Surplus, will be allocated to the Operation Account for the succeeding year and shall be subtracted from the succeeding year's Operation Budget to determine the revenue required to be collected as Annual Dues as defined in Section 1 of this Article, as determined by the Board of Directors.

Section 5.03. ANNUAL DUES. Annual dues and assessments consistent with the Bylaws of the POA shall be levied against each member. These dues and assessments shall be levied upon all Lots or portions of Lots owned by the active member in connection with his Dwelling. Any dues and assessments not paid within thirty (30) days after the due date will be increased by 10% each calendar month or part thereof that they are delinquent. (For example: If the annual dues are \$400.00 and are due on March 1, a member would owe \$440.00 after April 1. On May 1, the member would owe \$484.00, etc.). This penalty shall accrue each month until the amount due is double the Annual Dues, at which time a lien will be placed on the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or of said membership.

- (a) When a Lot or Dwelling is purchased in the subdivision from a builder or developer, the purchaser shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable at closing.
- (b) In the event of non-payment of any dues or assessments as set forth herein, the POA may bring an action against the Owner to collect the same and/or to foreclose a lien against the Owner's Property in the same manner that a real estate mortgage is foreclosed and interest, costs and attorneys fees shall be added to the amount of such dues and/or assessments. Failure by the POA or any Owner to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.
- (c) The lien of the dues and assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors, or material men furnishing labor and materials in connection of the construction of improvements located on said Lot. Sale or transfer of any Dwelling shall not affect the dues and assessments due on the lien. Nothing herein shall affect the right of the POA to enforce the collection of any charges that shall become payable after the acquisition of title by the subsequent purchaser.

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Section 5.04. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT PROJECTS. In addition to the annual assessments authorized above, the POA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the votes of the members of the POA who are voting in person at a meeting duly called for this purpose.

Section 5.05. PENALTIES FOR VIOLATION OF RULES. A special assessment may be placed against any active member who has been found to be in violation of this Declaration of Covenant. Such assessment shall be in the amount determined by the Board and approved by sixty percent (60%) of members in good standing at a specially-called meeting to cover legal fees and the costs for a suitable remedy, but only after reasonable efforts have been made to equitably resolve the problem with the involved member.

Any individual against whom action is taken under this Article shall be given at least five (5) days' advance notice of the proposed action and shall be provided an opportunity to be heard at meeting of the Board.

ARTICLE VI – GENERAL ITEMS

Section 6.01. NON-WAIVER. Failure by the POA or any Owner of any Lot in the Development to enforce any Rules or Restriction contained herein shall not be construed as a waiver of the right to do so thereafter.

SECTION 6.02. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

Section 6.03. SUCCESSORS. The terms and conditions contained herein shall be binding upon the Owner and all future owners of the Real Property and any Lot or Lots, their heirs, assigns, successors, executors, and administrator.

Section 6.04. CONFLICT. In the case of any conflict between the Rules and Restrictions and the Bylaws the Rules and Restrictions shall control.

IN WITNESS WHEREOF, we, being all of the directors of SILVER LAKE
SUBDIVISION PROPERTY OWNERS' ASSOCIATION, INC., have hereunto
set our hand this 20 day of December, 2017.

Director: President
(Office)

Signature: Guilford J. Barnard

Print Name: GUILFORD J. BARNARD

Director: _____
(Office)

Signature: _____

Print Name: _____

Director: _____
(Office)

Signature: _____

Print Name: _____