

#10040

rec'd 12/10/07

45855
125.00
1.00

136.00

RLPY 2007 78562
Recorded In Above Book and Page
11/01/2007 02:05:19 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
BROWN'S FERRY CROSSING
AND
THE ARBORS AT BROWN'S FERRY CROSSING
SUBDIVISION

Prepared by:

Mark Anderson, Huntsville, AL

PREAMBLE

This Declaration ("Declaration") is made on this 31st day of October, 2007, by Polo Development, Inc., an Alabama corporation, (hereinafter sometimes called "Declarant").

Declarant is the owner of the real property described in Article II of this Declaration.

Declarant desires to subject the real property described in Article II hereof to the provisions of this Declaration to create a residential community and to provide the mechanism for the subjecting of other real property to the provisions of this Declaration.

Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property subject to, or hereinafter subject to these protective covenants. Declarant desires to establish a method for the maintenance, preservation, use, and enjoyment of the property that is now or hereafter subjected to this Declaration.

Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration. They shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner and occupant of all or any portion thereof.

The Declarant has heretofore caused the Association, as defined below, to be formed as an Alabama non profit corporation for the purpose of making the Assessments, as defined below, and otherwise taking all action which the Association is authorized to take.

ARTICLE I

Definitions

(a) "Architectural Guidelines" shall mean the building, construction, landscaping, maintenance and use guidelines to be adhered to by an Owner and a Residence and which are attached to these Covenants, as Exhibit "B", and made a part hereof by reference.

(b) Architectural Review Committee who after referred to as "ARC" shall consist of: (1) Ken McDaniel, (2) Sherry Dinges, and (3) Harald Bailey. ARC will remain in existence and be comprised of these individuals or their personal appointee, until all lots are sold in Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing, and all the homes, as per Architectural Guidelines are constructed and completed on said lots.

(c) "Articles of Incorporation" shall mean the Articles of Incorporation of Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing Owners Association, as such document may be amended.

(d) "Association" shall mean and refer to Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing Owners Association, a not-for-profit corporation incorporated under the laws of the State of Alabama, its successors and assigns.

(e) "Association Expenses" shall mean and include the actual and estimated expenses of operating the Association, both for general and special purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to the Declaration, the By-Laws, and the Articles of Incorporation.

(f) "Board of Directors" or "Board" shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.

(g) "By-Laws" shall refer to the By-Laws of Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing Owners Association, as such document may be amended from time to time.

(h) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any Residence.

(i) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners and Occupants, whether located within or without the boundaries of the Community, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplementary Declaration or other applicable covenant, contract, or agreement.

(j) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "B", attached hereto, and (i) such additions thereto of all or any adjacent real property as may be made a part of the Community by Declarant (or its Mortgagee or transferee, as provided in the Declaration) by Supplementary Declaration in accordance with Article XIII; and (ii) such additions thereto of other real property as may be made by the Declarant or the Association by Supplementary Declaration.

(k) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by

the Board of Directors of the Association and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

(l) "Covenant to Share Costs" shall mean any agreement or contract between the Association and an owner or operator of property adjacent to Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner and operator of such property.

(m) "Declarant" shall mean and refer to Polo Development, Inc., and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", attached hereto, or any adjacent land to the Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing Community, all phases, and provided further, in the instrument of conveyance to any such successor-in-title or assign is designated as the "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, and the adjacent lands thereto, which is now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.

(n) "Declaration" shall mean the Declaration of Protective Covenants for Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, as such document may be amended.

(o) "General Assessments" shall mean assessments levied for Association Expenses determined by the Board to benefit all Owners and Occupants. Such assessment shall be allocated among all Residences in the Community.

(p) "Lot" shall mean the platted and subdivided land within Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, all phases, designated by Lot and Block to be sold and conveyed by Declarant to an Owner for the use by Owner of constructing a single family "Residence" on said lot as platted, subdivided and designated.

(q) "Majority" means those eligible votes of Owners or other group, as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

(r) "Member" shall mean a Person that is a member of the Association as provided in the Declaration.

(s) "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(t) "Mortgagee" shall mean the holder of a Mortgage,

(u) "Occupant" shall mean any Person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(v) "Owner" shall mean the record owner whether (1) or more persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers, their subsequent grantor, successor or assign.

(w) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(x) "Private Amenity" means certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing designated by the Declarant and which are owned and operated by a Person other than the Association for recreational or other purposes on a club membership, daily fee, use fee, public, or private basis or otherwise, and may include, without limitation, any clubhouse and all related and supporting facilities and improvements.

(y) "Residence" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence on the earliest date of the happening of any of the following events: (1) when a Certificate of Occupancy is issued by the proper governing authority; or (2) in the case of a subdivision, the expiration of two years from the date the subdivision is accepted for maintenance by the proper governing authority, (unless made earlier or later by contract between Declarant and Owner).

(z) "Supplementary Declaration" shall mean an amendment to the Declaration subjecting additional property to the Declaration.

ARTICLE II

Property Subject to This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A", attached hereto and by reference made a part hereof.

Section 2. Other Property. Only real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one (1) or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject real property to this Declaration, as hereinafter provided in Article XIII.

ARTICLE III

Association Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot or a Residence shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership. The Association shall be comprised of the Owners and the Board it elects through its By-Laws as it may establish. By-Laws must be established within one (1) year that Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, all phases, is platted and recorded at the Office of the Judge of Probate of Madison County, Alabama. The initial Board of Directors shall be comprised of Ken McDaniel, Sherry Dinges, and Mark Anderson who shall remain on said Board until all lots in Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, all phases, are sold and owner occupied. At that time, the Declarant shall appoint new Board members to serve as Association Board members, for a staggering period of two (2) years, as per the By-Laws. At the end of the first two year period, the Association shall hold a special election to elect new Board members as per the By-Laws.

Section 2. Voting. Owners shall be entitled to one (1) vote for each Lot or Residence owned. When more than one (1) person holds an ownership interest in any Lot or Residence, the vote for such Lot or Residence shall be exercised as those Owners themselves determine. In the event of a dispute, the vote shall be suspended if more than one (1) person seeks to exercise it. Those Owners of property, if any, which are exempt from assessments as provided in Article VI, Section 11, hereof, are Members of the Association and are subject to the provisions of the Declaration, but are not Owners of Lots or Residences and shall not, therefore, be entitled to vote.

ARTICLE IV

Assessments

Section 1. Purpose of Assessment The assessments provided for herein shall be used for the general purposes of promoting the recreation, safety, welfare, common benefits, and enjoyment of the Owners and Occupants in the Community, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Type of Assessments. Each Owner of any Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association:

(a) **General Assessments:** General Assessments shall be in the amount of \$400.00 per Calendar year due on October 1 of each calendar year, payable in advance. The first year's General Assessment being pro-rated through October 1 of that Calendar Year.

Builder assessments shall not start until two years from initial takedown of lot in each phase;

(b) Special assessments which are such assessments to be established and collected as hereinafter provided in Article IV, Section 5; and

(c) Specific assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Article IV, Section 10, and Article V, Section 2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws.

Section 3. Creation of Lien and Personal Obligation for Assessments. All assessments, together with a late charge as set forth in Article IV, Section 7, costs, and reasonable attorney's fees actually incurred shall be a charge on the land and shall be a continuing lien upon the Lot or Residence against which each assessment is made unless such assessment is paid within 30 days after such assessment is due, which due date is set forth in Article IV, Section 2, or any may otherwise be determined by the Board when special or specific assessments are made pursuant to Article IV, Section 2, and Article IV, Section 5. Each such assessment, together with late charges, interests costs, and reasonable attorneys fees actually incurred, shall also be the personal obligations of the Person who was the Owner of Such Lot or Residence at the time the assessment fell due. Each such Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot or Residence, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceedings or deed in lieu of foreclosure.

General Assessments and other assessments, unless otherwise provided by the Board, shall be paid in annual, semi-annual, or quarterly installments as the Board determines and may, subject to the limitation set forth in Article IV, Section 4 below, be increased or decreased by the Board from time to time.

Section 4. Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve. The Board shall cause the budget and the assessments to be levied against each Lot or Residence for the following year. The Board may not, without the consent of the Declarant, so long as Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIV hereof, and the vote or written assent of at least a Majority of the total Association vote entitled to vote thereon, impose a General Assessment per Lot or Residence which is more than one hundred twenty (120%) percent of the General Assessment for the immediately preceding fiscal year.

Section 5. Special Assessments. In addition to the other assessments authorized herein, the Board may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot or Residence does not exceed the amount of the current General Assessment in any one (1) calendar year, the Board may impose the special assessment. Any

special assessment which would cause the amount of special assessments allocable to any Lot or Residence to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIII hereof, with the consent of Declarant. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 6. Lien for Assessments. All sums assessed against any property subject to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such property in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage.

All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the records of the Office of the Judge of Probate, Limestone County, Alabama shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid in full by the date specified by the Board, ("Due Date"), shall be delinquent. Any assessment delinquent shall incur a late charge of ten and no/100 (\$10.00) dollars per day, or in such amount as the Board may from time to time determine. If the assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest on the principal amount due, and all collection fees (which may also be referred to from time to time as "late charges") from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association and its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting through the Board and on behalf of the Owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of Common Property, or abandonment of the Lot or Residence. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other

governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 8. Date of Commencement of Assessments. An Owner shall become subject to assessment hereunder at the time of purchase of a lot in Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, and as set forth in Article IV, Section 2. The first General Assessment shall be adjusted according to the number of months remaining in the calendar year during which the Owner became subject to assessment.

Section 9. Assessment Obligation of Declarant; Advance Payment.
INTENTIONALLY OMITTED.

Section 10. Specific Assessments. The Board shall have the power to specifically assess pursuant to this section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Lots for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Lots or Residences may be specifically assessed equitably among all of the Lots or Residences which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots or Residences, but which do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received.

Section 11. Exempt Property. The following property shall be exempt from General Assessments and special and specific assessments:

(a) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, streets and easements; and

(b) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board.

(c) all property located within the Community which is not a Lot or Residence and which is owned by the Declarant including, but not limited to, property that would otherwise be considered common property if it were owned by the Association.

(d) all Lots and/or Residences owned by the Declarant; and

(e) all Private Amenities.

Section 12. Waiver of Assessments. The Declarant and/or Board reserves the right to waive any assessment as may come due from an Owner for special circumstances.

ARTICLE V

Maintenance: Conveyance of Common Property by Declarant to Association

Section 1. Association's Maintenance Responsibility.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs agreements regarding such property (and any other property) where the Board has determined that this would benefit Owners.

The foregoing maintenance costs shall be assessed as a part of the General Assessment or specific assessments, as determined by the Board in accordance with this Declaration.

The foregoing maintenance shall be performed consistent with the Community wide standard.

Section 2. Owner's Maintenance Responsibility. Each Owner shall maintain or cause to be maintained in a safe, clean and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standards as well as this Declaration. Such maintenance obligation shall include, subject to the Association's duties above, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; keeping improvements, exterior lighting, and maintenance facilities in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways in good repair; complying with all governmental health and police requirements; and repair of exterior damages to improvements.

In the event that the Board determines that (a) any Owner or designee of the Owner, as designee is defined below, has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee then, the Association may perform the repair, replacement or maintenance. In such a case, the Association will notify the Owner in writing, of its intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designers sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten

(10) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard and shall conform to any applicable municipal ordinances and regulations

Section 3. Party Walls and Party Fences. Each wall or fence built as a part of a construction of the Residences which serves and/or separates any two adjoining Residences shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply, thereto. This shall not apply to fences constructed along a lot boundary by a single owner unless the adjoining owner has made use of the fence to enclose all or a portion of his own property.

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure. Provided, however, that any painting or staining of a fence shall not be considered a maintenance item. The painting or staining (after the initial required stain/paint is applied) of a fence shall be the sole expense of the party wishing to stain or repaint.

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within (10) days after written request therefore by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may, but shall not be obligated to, transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association. Declarant shall have the right to mortgage the Common Property and any mortgages against the Common Property conveyed to the Association shall be assumed by the Association and the Association shall assume the debt secured by any such mortgage. Declarant shall have the right, without limitation, to include Lakes and Dams in the property that may be conveyed by Declarant and which shall be accepted by the Association.

Section 5. Additional Improvements. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake that may be conveyed.

ARTICLE VI

Use Restrictions and Rules

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Residence at any time except with the written approval of the Board. Leasing of a Residence shall not be considered a business or business activity. However, the Board may permit any Residence to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By-Laws, and does not create a disturbance. The Board may issue rules regarding permitted business activities.

Residences of more than two stories must be approved in writing by the ARC.

Section 2. Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC. No flag poles, other than those mounted on the home and no longer than four (4) feet, shall be erected on a Residence without the prior written consent of the ARC. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. FOR SALE and FOR RENT signs consistent with the Architectural Guidelines may be erected upon any Residence.

Section 3. Vehicles and Garages. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, vans, and automobiles. Unless and except to the extent that the Occupants of a Residence shall have more vehicles than the number of parking areas serving their Residence, all vehicles shall be parked within such parking areas provided with the construction of the home. Where the Residence contains a garage, "parking areas" shall refer to the number of garage parking spaces. Any non-operating or running vehicles are to be parked in the garage. No cars are to be parked on the street over night.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than 48 hours if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such 48 hour period, such vehicle shall be considered a nuisance and may be removed from the Community.

Any towed vehicle, boat, recreational vehicle, motor home, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area designated by the Board, for periods longer than twenty-four (24) hours each shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles,

provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No builder, subcontractor, Owner or Occupant may leave their trailer, truck, car or other work vehicles on the street over night. All such vehicles are to be removed from the street at the end of each day.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

All single-family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Only side entry garages shall be allowed in Brown's Ferry Crossing. Front entry garages or plaza garages shall be allowed in The Arbors at Brown's Ferry Crossing.

Section 4. Leasing. Residences may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. The Owner of the property will be responsible for the annual or any special assessments owed by Community Owners, as well as providing the Association with the Owners' forwarding address and phone number.

Section 5. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or Residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board (no more than two (2) outside pets will be permitted); provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise, (including, but not limited to barking dogs) or constitute a nuisance or inconvenience to the Association members or Occupants or the owner of any property located adjacent to the Community may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

Section 7. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Section 8. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

All yards, flower beds and/or planting beds are to be kept free of weeds. All trees and bushes are to be kept trimmed, yards to be edged and grass to be cut. Any deviation from this would be considered unsightly and unkempt.

Section 9. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Such exterior construction, alteration, addition or erection of any nature whatsoever, shall be in accordance with the Architectural Guidelines as set forth in Exhibit "B" of this document. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location, and in compliance with the Architectural Guidelines, shall have been submitted in writing to and approved by the ARC. Such Committee consists of: (1) Ken McDaniel; (2) Sherry Dinges; and (3) Harald Bailey. Such ARC shall remain in existence and be comprised of these individuals, or their personal appointee, until all lots are sold in Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing, and the homes, as per the Architectural Guidelines, are constructed and completed on said lots. The following items, without limitation, will be submitted to the Architectural Review Committee for new home construction: house plans, site plans, landscaping plans, and exterior color and material schedule.

In the event that the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The ARC shall be the sole

arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ARC or Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XIII, Section 1, hereof, record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Review Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 10. Antennas. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC or its designee.

Section 11. Tree Removal. No trees shall be removed without the express consent of the ARC or its designee, except for (a) diseased or dead trees; (b) trees less than six (6) inches in diameter; (c) trees needing to be removed for safety reasons; (d) trees in the immediate location of building approved by the ARC; and (e) trees planted by the developer for the community enjoyment.

Section 12. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No children are to play in these areas at any time. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the ARC. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense. No fence will be permitted to be constructed on or in drainage areas which may adversely affect the drainage as originally designed by the Developer.

Section 13. Site Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

Section 14. Garbage Cans, Woodpiles, Etc. All garbage cans, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Any tree and or bush trimmings/clippings are not to be placed on the street for pick up by the City until 6 p.m. the night prior to pick up. Grass clippings are not to be placed at the street until 6 p.m. the night prior to pick up by the City. Please contact the City of Madison for pick up times. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the community as needed for efficient construction and to allow developers and builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except when done during the normal construction of a residence or by Declarant.

Section 15. Subdivision of Residence. No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee, the Declarant and the ARC. Declarant, however, hereby expressly reserves the right to replat any Residence or Residences owned by Declarant during the time in which Declarant may annex property. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

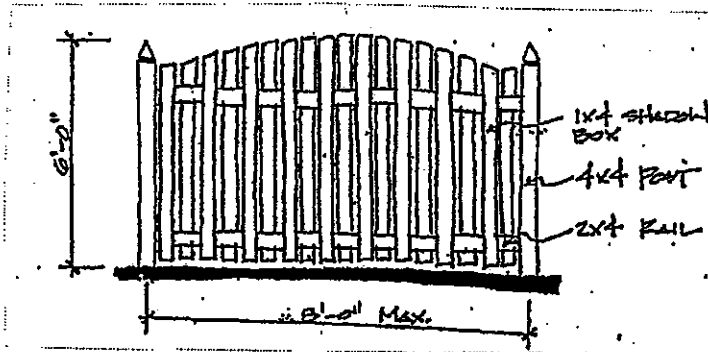
In the event a re-subdivision is approved by the Declarant, the Board and the ARC, and such re-subdivision combines two or more lots into one lot, the Owner shall be responsible for and shall pay dues based upon the number of lots prior to the re-subdivision.

Section 16. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns and firearms of all types.

Section 17. Fencing. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the ARC. Fences will be compatible with the home and have architectural interest and shall meet the Architectural Guidelines.

Flat wood fencing that does not have architectural interest and visual relief will not be approved; all wood fencing is to be of the shadow box construction with a scalloped top.

A picture of the approved style of wood fencing is set forth below:



No fence will be higher than six (6) feet from the final ground level to the top of the fence.

The exterior side of the fence is to be finished, specifically the structural characteristics must be covered. All wood fences must be stained with "cedar" stain within 60 days of installation of fence. No painted fences will be allowed or approved.

No rough sawn boards of any kind are to be used in the construction of the fence. The fence must be built by a professional, licensed and insured fence company.

No chain link fence will be allowed, under any circumstances, within the Community. Dog runs will not be allowed.

Fences, regardless of construction, will not be permitted any nearer to the front lot line than the rear most corner of the dwelling, except in special circumstances with written approval from the ARC. No fence shall be installed closer to the street than the minimum building line showing on plat.

Section 18. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

Section 19. Air-Conditioning Units. Except as may be permitted by the ARC or its designee, no window air conditioning units may be installed.

Section 20. Lighting. Except for approved lighting as originally installed on a Residence, exterior lighting visible from the street shall not be permitted, except for (a) two (2) decorative post lights; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights at Christmas; (d) front house illumination of model homes; and (e) front house illumination of Residences, approved, in writing, by the ARC.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved, in writing, by the ARC prior to installation.

artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved, in writing, by the ARC prior to installation.

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless, they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC or its designee.

Section 23. Above-Ground Swimming Pools. No above ground swimming pools will be permitted.

Section 24. Driveways. Driveways shall be constructed with concrete, unless otherwise approved, in writing, by the ARC.

Section 25. Exteriors. Except as may be permitted by the ARC or its designee, the exterior of all improvements including, without limitation, Residences, must be repainted in a color used in the original construction of Residences within the Community. All wood exteriors must be painted or specifically approved, in writing, by the ARC.

Section 26. Window Coverings. The portion of all window coverings visible from the exterior of any Residence shall be white, off-white or neutral in color. Aluminum foil on window panes, mirrored or reflective glass is not allowed. Stained glass will be permitted, provided it is approved, in writing, prior to installation.

Section 27. Chimneys. All chimneys that are on the exterior wall must have either brick or stone on the three (3) exterior sides of the chimney. Interior chimneys may have either a siding or stucco product on all four (4) sides of the chimney.

Section 28. Mailboxes. Only approved mailboxes can be installed in the Community, as per the Architectural Guidelines.

Section 29. Landscaping. All landscaping shall conform to the requirements and restrictions set forth in Exhibit "B", and the following:

- (a) Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.
- (b) Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.
- (c) Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.

(d) Exterior building material colors should be considered when selecting flowering trees and shrubs so that colors will not compete with or negate each other.

(e) All trees greater than two inches in diameter at breast heights shall be preserved; unless removal of them is part of the approved plan.

(f) The lot shall be completely landscaped. All portions of the yard, with the exception of planting bed locations, are to be finished with Bermuda sod only. No other type of grass will be approved. No seed and straw will be approved. Planned natural areas will be allowed provided that the lawn and the natural area form a cohesive whole.

(g) Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six (6) inches in diameter at breast height.

Section 30. Screening of Heating and Cooling Units. All exterior heat and air conditioning compressors or air handlers must be screened from view. This can be accomplished with either vegetation, brick or stone. If vegetation is used it must create a walled off effect.

Section 31. Storage Tanks/Necessary Buildings. Any storage tank must be approved, in writing, by the ARC and, if approved, must be buried; or, if they are less than fifty (50) gallon capacity, may, with ARC approval, be installed above ground. However, any above ground tank must follow the screening regulations as they pertain to heating and cooling units.

Necessary buildings, detached garages and the like, must follow the blueprint submittal guidelines, and be approved, in writing, by the ARC. Any such buildings must match the exterior material, color and style of the Residence which it will serve.

Section 32. Basketball Goals. No basketball goals, of any kind, may be erected, constructed or placed on any lot within the Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing Community without the prior written approval of the ARC. Only Board approved basketball goals may be placed, erected or constructed on the rear or side portion of any lot, no closer to the street than the midpoint of the dwelling. Not basketball goal may be erected over a garage.

Section 33. Specific Subdivision Restrictions as to Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing, all Phases.

- (a) All dwellings and permitted accessory buildings constructed on the lots of the Community shall have an exterior with approved materials as per the Architectural Guidelines. Visible unpainted red "sewer brick" will not be allowed. All dwellings must be approved, in writing, by the ARC prior to commencement of construction.
- (b) Roofs of dwellings constructed on all of said lots shall be of architectural shingles. Any and all roof stacks shall be painted to match the roof shingles.
- (c) Dwellings shall require the following minimum square footage of heated space:

Brown's Ferry Crossing	2,600
The Arbors at Brown's Ferry Crossing	2,400

- (d) The main body of dwellings shall have a roof pitch of 8/12 or greater.

Section 34. Right of Board to Waive Use Restrictions and Rules. It is expressly provided that the ARC and/or the Board have the power and authority to waive the requirement or enforcement of any of the use or restrictive covenants as set forth herein. The Declarant recognizes that, from time to time, due to unforeseen circumstances, an Owner, Occupant or Resident may not be capable of strictly complying with the Covenants and Restrictions contained herein, and, therefore, due consideration must be given because of such unforeseen circumstances. The ARC and Board may consider such a waiver on a case by case basis but any decisions to waive or enforce any of these covenants and restrictions must be done so only when all other covenants and restrictions, not otherwise waived or enforced, are met by the Owner, Occupant or Resident. The ARC or Board must first endeavor to see that such covenant or restriction as waived or not enforced can be met or carried out by an alternative means by otherwise complying with the spirit of these Covenants and Restrictions.

ARTICLE V

Prohibition of Timesharing

Timesharing shall be prohibited in the Community. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use, and timeshare interval programs.

ARTICLE VI

Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property in the Community.

The Board shall obtain a public liability policy applicable to the Common Property insuring the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars or a greater amount if directed by Declarant during time specified in Article VIII. If available at reasonable cost, as determined in the sole discretion of the Board, the Board shall also obtain directors' and officers' liability insurance.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Alabama and holding a rating of B or better as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(d) All insurance policies shall be reviewed annually by one or more qualified persons.

(e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, the Declarant, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 2. Property Insured By Association: Damage and Destruction. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the

property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least sixty-six (66%) percent of the total Association vote entitled to vote thereon, the Owner(s) of the damaged property, if any, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article VIII hereof, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs or repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

Section 3. Property Insured By Owners; Damage and Destruction. By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that in the event that the Association does not carry insurance on the Owner's property, each individual Owner shall carry liability and casualty insurance or cause such insurance to be carried by another entity, such as a condominium association or homeowners association. Each individual Owner further covenants and agrees that in the event of a partial loss of damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4. Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Article VII Condemnation

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VI, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE VIII

Annexation of Additional Property

Section 1. Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or any portion of the real property adjacent and/or contiguous to the platted Community of Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing, all phases, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration in respect to the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration unless otherwise provided therein.

The rights reserved unto Declarant to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such additional land to this Declaration or to the jurisdiction of the Association. If such additional land is not subject to this Declaration, Declarant's reserved right shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land or nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 2. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the properties from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Community. Such amendment shall not require the consent of any Person other than the Owner of the Property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

Section 3. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Community to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplementary Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the

Declarant. Any such Supplementary Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

ARTICLE IX

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and the By-Laws notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the forgoing. Unless at least two-thirds (2/3) of the first Mortgagees or at least two-thirds (2/3) of the total Association vote entitled to vote thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot (A decision, including contracts, by the Board or

provisions of any Supplementary Declaration regarding assessments for Parcels or other similar areas shall not be subject to this provision where such decision or Supplementary Declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Residence.

Section 5. Amendment by Board. Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendments to this Article to be recorded to reflect such changes.

Section 6. Veterans Administration Approval. Intentionally Omitted.

Section 7. Applicability of Article IX. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Alabama law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE X

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Property or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

Section 2. Easements for Use and Enjoyment of Common Property. Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his property, subject to the following:

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, swimming pools, to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefore, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, Occupants, and invitees;

(b) the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, use restrictions, rules and regulations or design guidelines;

(c) the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or

established for the benefit of Declarant, or any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community.);

(d) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the Association, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article VIII hereof, by the Declarant;

(e) the right of the Board to enter into management contracts for the management, operation and leasing of any portion of the Common Property with the Declarant or other third parties on such terms and conditions as the Board deems appropriate; and

(f) the right of the Declarant to conduct activities within the Common Property, such as tournaments, charitable events, and promotional events and to restrict Members from using the Common Property during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Property and shall not exceed seven (7) consecutive days.

An Owner's right of use and enjoyment in and to the Common Property and facilities locate thereon shall extend to the members of his family and guests. Land Owner shall be deemed to have made a delegation of all such rights (except for the right of ingress and egress to the Owner's property) to the Occupants of any leased Residence.

Upon the affirmative vote of the Majority of the Association vote present, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes case in a referendum on the issue) and, so long as the Declarant has an option unilaterally to subject additional Property to this Declaration as provided in Article VIII hereof, the consent of Declarant, the Board may alter the use of any Common Property. For example, and by way of illustration and not limitation, the Board may convert tennis courts into a basketball court or vice versa.

An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Lot to obtain access to such Common Property.

Section 3. Reserved Easement for Ingress, Egress and the Provision of Services to the Community. There is hereby reserved to the Declarant, its successors and assigns, blanket easements upon, across, above and under all property within the Community for access, ingress, egress,

installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, flood way easements, and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, and any other similar service such as, but not limited to, a master television antenna system, cable television system, video system, or security system which the Declarant might decide to have installed to serve the Community or any portion thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall full rights of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use of the above installation of tie foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. AH utilities except drainage installed within the above described easements shall be installed underground. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 4. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2, hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety, which right may be exercised by the manager, and all policemen, firemen, ambulances personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. It is intended that this right shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 5. Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing, except in cases of willful or wanton misconduct.

Section 6. Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Area for the purpose of conducting educational, cultural, entertainment, or sporting events, as well as activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot or Residence, acknowledges and agrees that the exercise of this easement

may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot or Residence to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

ARTICLE XI

Declarant's Rights

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to the Association or to another Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Limestone County, Alabama.

The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Property for the purpose of making, constructing and installing such improvements to the Common Property as it deems appropriate in its sole discretion.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records of Limestone County, Alabama.

ARTICLE XII

Private Amenities

Section 1. General. Neither membership in the Association nor ownership or occupancy of a Residence shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time, in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have

the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

Section 2. Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no presentations or warranties have been or are made by the Declarant, the Association, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of a Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation to, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or any entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

Section 3. View Impairment. Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Property or any public facilities from Lots will be preserved without impairment. The owners of such property shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping to the Private Amenities, the Common Property or the public facilities from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 4. Rights of Access and Parking. There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all roadways located within the Community reasonably necessary to travel between the entrance to Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing and the Private Amenities and over those portions of the Community (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Community at reasonable times before, during and after tournaments and other similar functions held by or at the Private Amenities to the extent that the Private Amenity has insufficient parking to accommodate such vehicles.

Section 5. Covenant to Share Costs. The Association may enter into a contractual arrangement or Covenant to Share Costs with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Property maintenance.

Section 6. Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Community which is adjacent to, or otherwise in the direct line of sight of, a Private Amenity without giving the Private Amenity at least 15 days' prior written notice of its intent to approve or permit the same, together with copies of the request and all other documents and information finally submitted in such regard. The Private Amenity shall then have 15 days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the Private Amenity to respond to the notice within the 15-days period shall constitute a waiver of the Private Amenity's right to object to the matter. This Section shall also apply to any work on the Common Property.

Section 7. Use Restrictions. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations, including, but not limited to, the exercise of the Association's self-help rights for violation of sign and pet restrictions.

Section 8. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

Section 9. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the community-wide standard as it pertains to maintenance and the Design Guidelines set forth on Exhibit B. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE XIII

General Provisions

Section 1. Enforcement. Each Owner and every Occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions and with the design guidelines, all as may be amended or modified from time to time, and with the covenants, conditions, and restrictions set

forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws, the rules and regulations, use restrictions, or design guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Furthermore, the Board shall be entitled to recover costs and reasonable attorney's fees from the Owner and/or Occupant upon being the substantially successful party in any litigation resulting from an Owner and/or Occupant failing to comply with this Declaration in any material respect. Failure by the Board or any Owner or Occupant to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, By-Laws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions, or the design guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days¹ written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. The provision of this Declaration shall run with and bind the land and shall be, and remain, in effect perpetually to the extent permitted by laws; provided, however, should any provision of Alabama law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law; and such provisions shall be automatically extended for successive periods of ten (10) years or such shorter period as may be allowed by law, unless such extension is disapproved at a meeting duly called for such purposes by at least a Majority of the Association vote (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the Association votes as recorded by a referendum on the issue) and so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIII hereto, the written consent of the Declarant. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded within the year immediately preceding the beginning of a renewal period. Every purchaser or grantee of any interest in any real property agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant if (a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) such amendment is required by an institutional or governmental lender or purchaser of

Mortgage loans, including, for example, without limitation the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or a State or National Bank, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing. Further, so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Article XIII hereof, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not adversely affect title to the property of any Owner without the consent of the affected Owner or Occupant. Any amendment which may affect the value of an Owner's property shall not be deemed to affect title to the property and any such amendment shall not require the Owner's consent.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon or three-fourths (3/4) of the Board and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIII hereof, the consent of the Declarant. In the event of a conflict between the Board and the Association, the Board's decision controls. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

Section 5. Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article XIII hereof, the consent of the Declarant.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Indemnification. The Association shall indemnify every officer, director, ARC and other committee member, as well as former officers, directors, and ARC and other committee members, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by any officer, director or ARC or other committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or ARC or other committee member. The officers, directors and ARC or other committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors ARC or other committee member shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that they may also be Members of the Association), and the Association shall indemnify and forever hold each such officer, director and ARC or other committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or former officer, director or committee member, may be entitled under the Articles, By-Laws, contract, or otherwise. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

Section 11. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration as provided in Article XIII terminates, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit "A", as it may be amended from time to time, to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community, including directional and sales signs in the common areas; and the right to construct and operate business offices, signs, banners,

flags, construction trailers, sales offices, model residences with fences, gates and walkways, and hold open houses and Parades of Homes for the public. Declarant and any such builder or developer may use Residences or offices owned or leased by Declarant or such builder or developer as model Homes and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 12. Books and Records. This Declaration, the By-Laws, the Articles of Incorporation, copies of rules and regulations, use restrictions, design guidelines, membership register, and minutes of meetings of the Members, or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 13. Audit. An audit of the accounts of the Association may be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.

Section 14. Notice of Sale. If an Owner sells his or her Lot, the Owner shall give to the Board, in writing, the name of the purchaser of the Lot and such other information as the Board may reasonably require.

Section 15. Estoppel Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, By-Laws, use restrictions, rules and regulations, or design guidelines by any Owner or Occupant of such property. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee not to exceed Twenty-five (\$25.00) Dollars for the issuance of each such certificate.

Section 16. Agreements. Subject to the prior approval of Declarant, so long as the Declarant has an option unilaterally to subject additional property to this Declaration as provided in Article VIII above, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and other having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 17. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, any use restriction or rule, the design guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 18. Deviations. The Board or its designee or the Declarant so long as the Declarant has an option to subject additional property to the declaration as provided in Article VIII above, may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the By-Laws, the rules and regulations, the use restrictions, and the design guidelines.

Section 19. Use of Words "Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing". No Person shall use the words "Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing" in the name of any commercial or residential building or any commercial or residential business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or Occupants may use the term "Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing" in printed or promotional matter where such term is used solely to specify that particular property is located within Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing.

IN WITNESS WHEREOF, the undersigned Polo Development, Inc., an Alabama corporation, has caused this instrument to be executed on this the 31ST day of October, 2007, and FIRST AMERICAN BANK, as Mortgagee, hereby ratifies the same.

POLO DEVELOPMENT, INC.

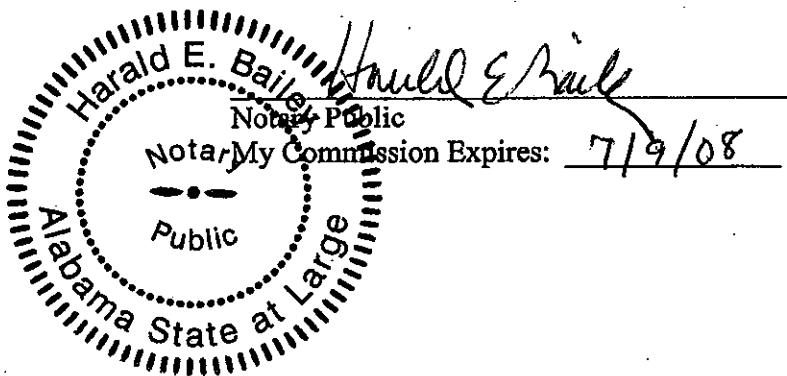
By: Mark Anderson
Mark Anderson, President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said county and state, hereby certify that Mark Anderson, whose name as President of Polo Development, Inc., an Alabama corporation, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 31st day of ^{October}~~September~~, 2007.



RATIFICATION

First American Bank, holder of a Future Advance Mortgage from Polo Development, Inc., in favor of First American Bank dated 5/3/06, and recorded 5/4/06 as Document No. RLPY 2006 P. 48966 in the Office of the Judge of Probate of Limestone County, Alabama, does hereby ratify, confirm and consent to the execution and recording of the Declaration of Protective Covenants for Brown's Ferry Crossing and The Arbors at Brown's Ferry Crossing Subdivision, and all amendments thereto, to be filed in the Office of the Judge of Probate of Limestone County, Alabama, for the purpose of giving full force and effect to the Restrictions.

In witness whereof, First American Bank has caused these presents to be executed on the 31st day of October, 2007.

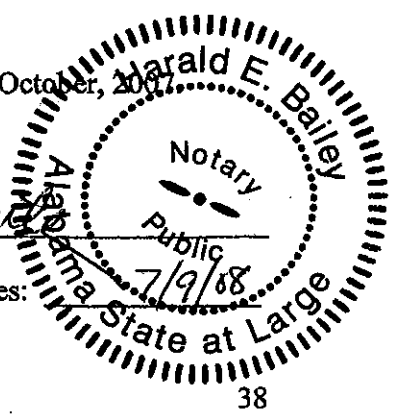
First American Bank
By W. L. J.
Its: CEO

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned Notary Public in and for said county and state, hereby certify that FUNK QUINLEN, whose name as CEO of First American Bank, 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 instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 31st day of October, 2007.

Harold E. Bailey
Notary Public
My Commission Expires: 7/9/08



RLPY 2007 78600

EXHIBIT "A"

All Lots in Brown's Ferry Crossing Phase 1, a Resubdivision of a portion of Tract B of Wann Property Subdivision East 1/2 of the NE 1/4, Section 1, Township 4 South, Range 3 West, Probate Records of Limestone County, Alabama, recorded in Plat Book H, page 61.

All Lots in The Arbors at Brown's Ferry Crossing Phase 1, a Resubdivision of a portion of Tract B of Wann Property Subdivision East 1/2 of the NE 1/4, Section 1, Township 4 South, Range 3 West, Probate Records of Limestone County, Alabama, recorded in Plat Book H, page 59..

EXHIBIT "B"**Construction Design and
Criteria Guidelines/Architectural Guidelines**

Section 1. Site Plan. Location of water and sewer connections shall be verified by contractor, prior to commencement of construction. Blending of the proposed Residence with the grade, including additions, elevated patios, decks and other architectural or landscaping features, will be elevated so to not block the views of adjoining Owners. Site plans must take into consideration storm water drainage and ensure that the designed or natural drainage, along the roadway to the nearest storm drain is not obstructed. Drainage on to neighboring residential lots is prohibited. Buried drainage pipes will be approved where appropriate and the ARC will direct the installation of drainage pipes from front to rear of the lot where necessary. Each architect/Owner submitting drawing and plans for such work shall show plans to control water or soil runoff onto adjacent properties and/or the street. Plans should also show the run off patterns of water from the house and lot to prevent flow onto adjacent properties and collection in the roadway.

Building set backs are set by the City of Madison and must be followed, accordingly.

Section 2. Overall Design, Exterior Material and Color. Differing architectural styles are not only appropriate, but also encouraged. No two dwellings with the same elevation shall be built within 200 feet of each structure facing the same street.

With today's technology we can build just about anything, any way, but we still must respect material attribute. Brick or stone veneer walls should look like solid masonry walls. Always bring brick to the ground. Chimneys should be brick or stone and go to the ground.

High quality materials should always be used. Sturdy materials, which will help preserve the value of the home, as well as the integrity of the Community. Walls should appear as solid as possible and roofs should have a dimensional surface to create a more substantial feel.

Follow a style. Fences, walls, additions, decks should be built in the same style as the home. Any extras should be an extension of the home.

Roof pitches. The main body of all dwellings shall have a roof pitch of 8/12 or greater.

Garages. No front entry garages will be permitted, except in The Arbors. Detached garages are permitted. If a detached garage is behind the rear corner of the home and has a decorative garage door, it may face the front of the lot. All detached

garages must be brick, have architectural shingles, be shown on original plot plan and approved, prior to commencement of construction, by the ARC.

Decks/Gazebos/Fencing. All decks, gazebos, walls and fencing should be considered an extension of the architecture of the Residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views.

All fences must conform to the Brown's Ferry Crossing or The Arbors at Brown's Ferry Crossing Fencing Plan. This plan designates the location, design, and minimum fencing requirements for individual home sites. This plan may restrict or prohibit certain fence or wall treatments desired by Owners. The purpose of the plan is to create continuity within the Community as viewed from the lakes, roads, open space areas and natural areas. This plan should be consulted prior to starting any design work. All walls and fences must be approved, in writing, by the ARC, prior to installation.

All wood fencing must be 6 foot, stained with "cedar" stain. All wood fencing must be of shadow box construction. All fences within the Community must be professionally built by a licensed and insured fence company.

Mailboxes. All properties within the Community will have the same mailbox. Only the approved mailbox for the Community will be permitted.

Hot Tubs and Swimming Pools. Outdoor swimming pools and hot tubs are permitted, but must be approved by the ARC. Swimming pools are required to comply with any Madison City regulations.

Outdoor swimming pools and hot tubs are not subject to the building set backs; they are to be installed at ground or deck level. No above ground pools will be permitted. Hot tubs, if above grade, are to be shielded from public view by privacy fencing or walls, which shall conform to the requirements of the ARC.

Pumps, filters and heating equipment shall be screened from view from adjoining lots and roads. Screening shall be in the form of fencing, walls or landscaping sufficient to provide visual shielding.

All excess material from the pool excavation, excess gunite or other materials that cannot be utilized, shall be removed and property disposed of outside of the Community, not on any vacant lot.

Play Equipment. Play equipment must be approved by the ARC, prior to installation. It must be made of wood construction and professionally built.

Play equipment must be in the rear yard.

Tree houses are not permitted.

Basketball Goals. No basketball goals may be placed, erected or constructed on the front portion of any residence. Only Board approved basketball goals may be placed, erected or constructed on the rear or side portion of any lot, no closer to the street than mid point of the dwelling. No basketball goal may be erected over a garage.

Screened Enclosures. Porches that are integral to the basic house and roofed may be screened. As such, they must conform to the set back requirements as set forth by the City of Madison.

Landscaping and Irrigation. Although landscaping expresses one's interest and taste, proper design requires much thought. Landscaping should strive for distinct and unique expressions while maintaining harmony with the neighborhood. The well landscaped and maintained overall appearance of the Community will be a guide for reviewing proposed landscaping.

When requirements of this rule are not followed, fines will be levied as follows:

- (a) When work has begun without approval by the ARC, immediate notification will be given advising the Owner of the non-compliance, requesting immediate cessation of work and submission of all plans within 7 days. A fine of \$50.00 per day will apply for each day in excess of 7 days elapsing before plans are received in the development office.
- (b) When work has been completed without ARC approval, and is not in compliance with this rule, the Owner will be notified by the ARC to bring the project into compliance. A fine of \$50.00 per day after 7 days will be assessed until the project is in compliance.

General Landscape Requirements. All yards shall be landscaped pursuant to landscape plans reviewed and approved by the ARC. When designing your landscape plan, considerations should be given to pedestrian safety along the road edges when contemplating the use of landscaping timbers, pavers or the like. Consideration should also be given to vehicular lines of sight when placing trees and shrubs close to the street.

All grassed areas shall be solid-sodded with Bermuda sod.

Trees. Trees break up the starkness of what could be a barren development, as well as provide shade and reduce noise. Trees contribute to the general pleasing appearance, attractiveness and aesthetics of our Community.

All proposed trees shall conform to the minimum size standard list below, based on American Standards Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

A. Suggested Large Trees:

- a. Type 1, shade trees, 2.5" caliper, 12' height range:
 Sugar Maple Red Oak Tulip Poplar
 White Oak Sycamore Willow Oak
- b. Type 2, shade trees, 1.5" caliper, 5' to 8' height range:
 Weeping Willow Golden Rain Tree
 Bradford Pear Southern Magnolia
 Zelkova River Birch
 European Birch
- c. Type 5, Coniferous Evergreens, 5' to 6' in height range:
 Pine Species Hemlock Spruce

B. Suggested Smaller Trees:

- a. Type 3, small upright trees, 1" caliper, 6' to 7' in height range:
 Redbud Crabapple Flowering Plum
 Crepe Myrtle Cherry Laurel
- b. Type 4, small spreading trees, 5' to 6' in height range:
 Flowering Dogwood Star Magnolia
 Flowering Cherry Japanese Maple

Front Yard. The front yard of each lot, shall be planted with 2 large trees and 2 small trees (as defined above) to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of 15 shrubs at The Arbors at Brown's Ferry and 20 shrubs at Brown's Ferry Crossing, at least half of which shall be species of evergreen to this climate. Shrubs shall be planted in a bed of mulch or ground cover, other than turf grass.

Rear Yard. The rear yard of all lots shall be placed with two large trees and two small trees unless otherwise approved in writing by the ARC.

If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the Owner, for one of the trees in it's required class, provided it:

- (1) is not one of the following species:
 Boxelder Silver Maple Catalpa
 Mimosa Cottonwood Camphor
 Chinaberry Princess tree Siberian
- (2) has alive crown and is free from serious root, trunk and crown injury.
- (3) is indicated on the landscaping plan as a tree to be saved; and

- (4) is situated so that it can be incorporated into the landscape with minimal grade, cut or fill under the drop of the tree line.

Ground cover may include shrubs and low-growing plants such as Liriope, English Ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material such as bark and pine straw.

Tree removal. Trees may not be cut from lots otherwise cleared for construction without first obtaining written approval from the ARC. Trees within the footprint of the Residence or driveway may be removed. Trees outside the footprint of the Residence or driveway designated by the ARC as "significant" shall be kept and incorporated into the proposed landscape plan. In the landscaping plan, considerations should be given to the replacement of other trees removed with substantial plan material, such as other trees or large shrubs, in order to maintain a well-landscaped property.

The ARC will implement the following guidelines in a consistent manner using common sense and with an eye on the long range well being of the Community:

A. The following are candidates for removal after inspection:

- (a) Trees that are dead or dying
- (b) Trees damaged due to lightning strikes or other causes
- (c) Trees that threaten short-term danger to the home or other structure
- (d) Trees whose root system is causing damage to a home, driveway, pool or other structure.

B. The following will NOT normally be permitted:

- (a) No clear cutting of any property, including vacant lots.
- (b) Removal of trees that do not meet the above categories.
- (c) Any tree larger than the following:
 - (i) Pine tree more than 18 inches in diameter;
 - (ii) All other trees more than 8 inches in diameter;
 - (iii) Dogwood and Redbud trees more than 3 inches in diameter; and
 - (iv) Removal of shade trees.

When a protected tree is removed, outside of the footprint of a house, a new tree must be planted in its place.

Recording Fee	136.00
TOTAL	136.00

rec'd 8/13/09

Recorded In RLPY BK 2007 PG 89524, 12/19/2007 12:40:35 PM
Michael L. Davis, Judge of Probate, Limestone County, AL

3.00
1.00

34.00



20071102000767100 1/4 \$52.25
Madison Cnty Judge of Probate, AL
11/02/2007 07:34:53AM FILED/CERT

**ARTICLES OF INCORPORATION
OF
BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING
HOMEOWNERS ASSOCIATION, INC.**

(a corporation not for profit)

ARTICLE 1.

NAME. The name of the corporation is **BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING HOMEOWNERS ASSOCIATION, INC.** (hereinafter the "Corporation").

ARTICLE 2.

DURATION. The Corporation shall have perpetual duration.

ARTICLE 3.

APPLICABLE STATUTE. The Corporation is organized pursuant to the provisions of the Alabama Nonprofit Corporation Act.

ARTICLE 4.

PURPOSES AND POWERS. The Corporation does not contemplate pecunary gain or profit, direct or indirect, to its members.

(a) In way of explanation and not of limitation, the purposes for which it is formed.

(i) To be and constitute the association to which reference is made in the Declaration of Protective Covenants for **BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING** (hereinafter the "Declaration"), establishing a plan of development recorded, or to be recorded, in the land records of Limestone County, Alabama, to perform all obligations and duties of such association, as specified herein, in the Bylaws of **BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING** (hereinafter the "Bylaws"), and as provided by law; and,

(ii) to provide an entity for the furtherance of the interest of the owners of property subject to the Declaration (such property is hereinafter referred to as the "Development").

(b) In furtherance of its purposes, the Corporation shall have the following powers, which unless indicated otherwise by the Declaration or, Bylaws, may be exercised by the Board of Directors of the Corporation.

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Alabama in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration, including, without limitation, the following:

(1) to fix and to collect assessments or other charges to be levied;

(2) to manage, control, operate, maintain, repair, and improve property subjected to the Declaration, or any other property, for which the Corporation by rule, regulation, declaration, or contract has a right or duty to provide such services;

(3) to enforce covenants, conditions, or restrictions affecting any property to the extent that the Corporation may be authorized to do so under any Declaration or Bylaws;

HAROLD BAILEY
PICK UP

owners of property within the Development;

(5) to buy or otherwise acquire, sell, convey, or otherwise dispose of, mortgage, pledge, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the Corporation;

(6) to borrow money for any purpose as may be limited in the Bylaws;

(7) to enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Corporation, with or in association with any other association, corporation, or other entity or agency, public or private;

(8) to act as agent, trustee, or other representative of other corporations, firms or individuals and as such to advance the business or ownership interests in such corporations, firms or individuals.

(9) to adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Corporation; provided however, such Bylaws may not be inconsistent with, or contrary to, any provisions of the Declaration; and,

(10) to provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may not or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs or provisions of this Article 4.

ARTICLE 5.

MEMBERSHIP. The Corporation shall be a membership corporation without certificates or shares of stock. Each member of the Corporation shall be entitled to vote as provided in the Declaration and Bylaws.

ARTICLE 6.

BOARD OF DIRECTORS. The business and affairs of the Corporation shall be conducted, managed and controlled by the Board of Directors. The number of Directors shall be as provided in the Bylaws. The initial Board of Directors shall consist of three (3) members. The names and addresses of the initial Board of Directors are as follows:

MARK ANDERSON

**2704 HAMPTON COVE WAY
HAMPTON COVE, ALABAMA 35763**

KEN MCDANIEL

**415E CHURCH STREET, SUITE 3
HUNTSVILLE, ALABAMA 35801**

SHERRY DINGES

**415E CHURCH STREET, SUITE 4
HUNTSVILLE, ALABAMA 35801**

The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Board of Directors may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

ARTICLE 7.

DISSOLUTION. The Corporation may be dissolved only as provided in the Declaration, Bylaws, and by the

laws of the State of Alabama.

ARTICLE 8.

AMENDMENTS. These Articles may be amended as provided by the Alabama Nonprofit Corporation Act, provided that, no amendment shall be in conflict with the Declaration, and provided further that no amendment shall be

effective to impair, or dilute, any rights of members that are governed by such Declaration.

ARTICLE 9.

INCORPORATOR. The name and address of the incorporator is as follows:
POLO INVESTMENTS, INC.
2704 HAMPTON COVE WAY
OWENS CROSS ROADS, ALABAMA

ARTICLE 10.

REGISTERED AGENT AND OFFICE. The initial registered Office of the Corporation is POLO INVESTMENTS, INC., and the initial registered agent at such address is MARK ANDERSON.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

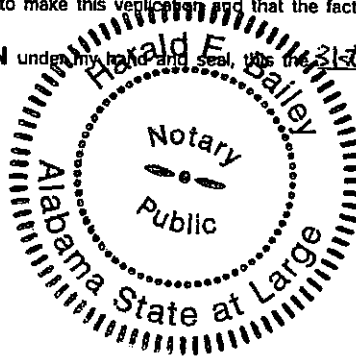
POLO INVESTMENT, INC.
Mark Anderson
MARK ANDERSON, PRESIDENT

STATE OF ALABAMA)
COUNTY OF MADISON)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared MARK ANDERSON, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instruments, he executed the same voluntarily on the day the same bears date; and who, being first duly sworn by me, deposes and says that he is the initial incorporator of BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING Homeowners Association, Inc., that he is authorized to make this verification and that the facts contained in the above and foregoing Articles are true and correct.

GIVEN under my hand and seal, this 31st day of October, 2007.

(SEAL)



Harold E. Bailey
Notary Public
My commission expires: 7-9-08

STATE OF ALABAMA)
COUNTY OF MADISON) IN THE OFFICE OF THE JUDGE OF PROBATE

CERTIFICATE OF INCORPORATION


OF

**BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING
HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, Judge of Probate, Madison County, Alabama, hereby certify that Articles of Incorporation of the incorporation of BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING Homeowners Association, Inc., duly signed, pursuant to the provisions of the Code of Alabama, have been received in this Office and found to conform to law.

ACCORDINGLY, the undersigned, as such Judge of Probate, and by virtue of the authority vested in my by law, hereby issue this Certificate of Incorporation of BROWNS FERRY CROSSING AND THE ARBORS AT BROWNS FERRY CROSSING Homeowners Association, Inc., and attach hereto a certified copy of the Articles of Incorporation.

DATED this 2 day of Nov, 2007 .



THIS INSTRUMENT WAS PREPARED BY:
DANIEL C. BOSWELL
Wolfe, Jones & Boswell
905 Bob Wallace Avenue, Suite 100
Huntsville, Alabama 35801
(205) 534-2205