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THIS INSTRUMENT PREPARED BY:

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RLPY 2018 62696
Recorded In Above Book and Page
10/18/2018 10:25:01 AM
Charles C. Woodroof
Judge of Probate
Limestone County, AL

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STATE OF ALABAMA:
COUNTY OF LIMESTONE:

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

BROWNS CROSSINGS, PHASE 3 SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this 4th day of October, 2018, by D.R. Horton, Inc. - Huntsville ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, Browns Crossing, LLC ("Original Developer") was the developer of Browns Creek Subdivision, Phase 1 according to plat thereof recorded at Plat Book H, Page 86 ("Phase 1"), in the real property records of Limestone County, Alabama (the "Public Records"). In connection therewith, Original Developer executed and recorded that certain Restrictive Covenants for Brown's Crossing (the "Original Declaration") at Book 2008, Page 57823 in the Public Records.

WHEREAS, Original Developer, Monrovia Realty, LLC and Brown & Meers Homes, LLC assigned any rights, privileges, title and interest they held in, to and under the Original Declaration, including, without limitation, (a) all rights as "Declarant" under the Original Declaration, (b) all rights as developer of Phase 1, and (c) all rights, privileges and powers as the Architectural Control Committee for Phase 1, to Smart Living, LLC, a Delaware limited liability company ("Second Developer") pursuant to that certain Assignment of Declarant's Rights recorded at Book 2013, Page 36830 in the Public Records.

WHEREAS, Second Developer was the developer of Browns Creek Subdivision, Phase 2 ("Phase 2"), according to plat thereof recorded at Plat Book J, Page 34, in the Public Records, and Phase 3 ("Phase 3"), according to plat thereof recorded at Plat Book J, Page 157, in the Public Records.

WHEREAS, Second Developer subjected Phase 2 and Phase 3 to the Original Declaration pursuant to that certain Supplementary Declaration Subjecting Additional Property to Restrictive Covenants for Brown's Crossing (the "Supplementary Declaration") at Book 2016, Page 54860 in the Public Records.

WHEREAS, Second Developer, assigned any rights, privileges, title and interest it held in, to and under the Original Declaration and Supplementary Declaration, including, without limitation, (a) all rights as "Declarant" under the Original Declaration and Supplementary Declaration, (b) all rights as developer of Phase 1, Phase 2 and Phase 3, and (c) all rights, privileges and powers as the Architectural Control Committee for Phase 1, Phase 2 and Phase 3 (collectively, the "Declarant's Rights"), to Declarant pursuant to that certain Assignment of Declarant's Rights recorded at Book 2018, Page 62692 in the Public Records.

WHEREAS, Declarant formed the Association (hereinafter defined) to manage the Subdivision (hereinafter defined) and any Common Area (hereinafter defined) that may be conveyed to the Association from time to time.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners (hereinafter defined) and the Common Area shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE **GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.

- (b) Intentionally Deleted.
- (c) Intentionally Deleted.
- (d) "Articles of Incorporation" means the Articles of Incorporation of Browns Crossing Owners Association, Inc., an Alabama non-profit corporation, as recorded in the records of the Office of the Judge of Probate of Limestone County, Alabama, as the same may hereafter be amended, altered or repealed from time to time.
- (e) "Association" means Browns Crossing Owners Association, Inc., an Alabama non-profit corporation.
- (f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (g) "Builder" means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.
- (h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.
- (i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association, and any real property that may be conveyed to the Association from time to time.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.
- (k) "Declarant" means D.R. Horton, Inc. – Huntsville, a Delaware corporation, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.
- (l) "HOA Act" shall mean the Alabama Homeowners' Association Act, currently codified at Chapter 20 of Title 35 of the Code of Alabama (1975), as the same may hereafter be altered, amended, replaced, and/or restated from time to time.
- (m) "House" or "Home" means any single family dwelling unit situated upon a Lot.
- (n) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (o) "Member" means every person or entity who is a member of the Association.

- (p) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (q) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (r) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (s) "Plat of Subdivision" is described on Exhibit "A" hereto and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (t) "Subdivision" means the Lots in Phase 3, as more specifically described on Exhibit "A" hereto, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (u) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Limestone County, Alabama; (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant's having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein.) or (iii) December 31, 2048; provided however, in the event of a conflict between the Alabama law and the foregoing, the applicable Alabama law shall control.

ARTICLE TWO COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the

Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the HOA Act and the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Intentionally deleted.

2.05 Intentionally deleted.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility

for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish and maintain a reserve fund with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account").

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Alabama. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment, foreclose a lien against the Lot(s) against which the Assessment is applicable, or seek injunctive relief. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Assessment Lien may be foreclosed by the Association in the same manner as real estate mortgages in the State of Alabama. The Association shall have the power to bid for an interest foreclosed under an Assessment Lien at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Lien Rights under the HOA Act. The lien rights granted and reserved to the Association in accordance with Section 4.08 hereof shall be in addition to, and shall not be in lieu of, the lien rights that are granted to the Association by Section 35-20-12 of the HOA Act. The Association shall have the right, exercisable by the Board of Directors in its sole and absolute discretion, to elect from time to time whether to establish, record, enforce, foreclose or otherwise treat a lien against an Owner's Lot as being (a) an Assessment Lien granted and reserved in accordance with this Declaration or (b) a lien granted to the Association by Section 35-20-12 of the HOA Act. Any lien granted to the Association by Section 35-20-12 of the HOA Act and sought to be enforced by the Association shall be enforced in accordance with the terms and conditions of the HOA Act.

4.10 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the

foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.11 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.12 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Intentionally Deleted.

Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
INTENTIONALLY DELETED

ARTICLE SEVEN
INTENTIONALLY DELETED

ARTICLE EIGHT
INTENTIONALLY DELETED

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

- (a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and
- (b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any

lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the

Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (a) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (b) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Intentionally Deleted.

10.05 Turnover. Except as is provided in Section 10.02(c) hereof to the contrary, all rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN
INSURANCE; CASUALTY

RLPY 2018 62706

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

11.02 Intentionally Deleted.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to 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 Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. 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 eighty (180) days. 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 of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of 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, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Intentionally Deleted.

ARTICLE TWELVE MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

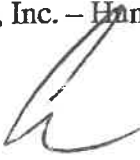
12.08 Conflict Between Documents. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in this Declaration and the HOA Act, then the provisions of the HOA Act shall at all times control. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

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IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

D.R. Horton, Inc. – Huntsville, a Delaware corporation

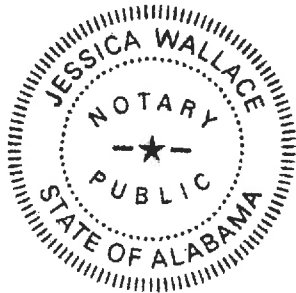
By: 
Calvin A. Cowan
As Its Vice President

STATE OF ALABAMA :
COUNTY OF Madison :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Calvin A. Cowan , whose name as Vice President of D.R. Horton, Inc. – Huntsville, a Delaware corporation, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 3 day of October, 2018.

{SEAL}





NOTARY PUBLIC
My Commission Expires: 7/21/21

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the Browns Crossing, Phase 3 Subdivision as shown on the plat recorded in Plat Book J, Page 157, in the Office of the Judge of Probate of Limestone County, Alabama, less and except Tract 2 as shown thereon.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

Tract 2 as shown on the Browns Crossing, Phase 3 Subdivision plat recorded in Plat Book J, Page 157 in the Office of the Judge of Probate of Limestone County, Alabama.

Recording Fee	57.00
TOTAL	57.00

BYLAWS
OF
BROWNS CROSSING OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF ALABAMA

These Bylaws (these "Bylaws") of **BROWNS CROSSING OWNERS ASSOCIATION, INC.** (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Alabama are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the office of the Judge of Probate of Limestone County, Alabama in Book ____, Page ____ (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

ARTICLE I
ASSOCIATION

1.1 **Office.** The office of the Association shall be at 415-H Church Street, Suite 202, Huntsville, AL 35801, or such other place as shall be selected by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

ARTICLE II
MEMBERS

2.1 **Qualification.** The members of the Association shall be determined in accordance with Article VI of the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation. "Member" and "Members", as used herein, shall have the meaning ascribed to such terms in the Articles of Incorporation.

2.2 **Voting Rights.** All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 **Designation of Voting Members.**

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity

and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any Owner of an interest in the Lot. Any such revocation shall be in writing and signed by any Owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such Owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such Owner is present at any meeting, and said Owners are unable to concur on a decision on any subject requiring a vote, said Owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such Owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such Owner is present at the meeting and said Owners concur, any one (1) such Owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A Member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Office of the Judge of Probate of Limestone, County, Alabama, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a Member (the "Record Property Owner"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration (as that term is defined in the Articles of Incorporation).

ARTICLE III MEMBERS' MEETINGS

3.1 Place. All meetings of the Members shall be held at such place within the County of Limestone, Alabama, as may be stated in the notice of the meeting.

3.2 Membership List. At least ten (10) days before every election of the directors, a complete list of the Members, arranged alphabetically, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any Member at any reasonable time and on reasonable notice.

3.3 Regular Meetings.

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the Members shall be held annually on a date chosen by the Board of Directors that is not a legal holiday.

3.3.2 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the Members. The annual meeting may be waived by agreement of two-thirds (2/3) of the voting interests of the Members, in writing.

3.4 Special Meetings.

3.4.1 Special meetings of the Members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the Members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the Members, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be emailed to each Member at such Member's email address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless a Member delivers a signed, written notice to the President of the HOA that the Member will not accept notice by electronic mail. If a Member elects to not receive notice by electronic email, the Association shall mail notice of every meeting, special or regular, of the Members to the Member at such Member's mailing address as shown in the books of the Association.

3.6 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Alabama Constitution, Alabama Nonprofit Corporation Law, the Alabama Homeowners' Association Act or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the Members, each Member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a Member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights present and represented at the meeting (whether in person or via proxy) shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes

required. In all cases where reference is made to percentage of the vote of Members, percentage of the Members, or percentage of the Members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the Members present and represented at the meeting (whether in person or via proxy).

3.9 Quorum. Twenty-five (25%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the Members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until quorum is present. No business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until sixty percent (60%) of the Lots in the Subdivision have been sold to the original purchasers thereof, or until Turnover, whichever shall first occur, there shall be no meeting of the Members unless a meeting is called by the Board of Directors.

3.11 Order of Business. The order of business at annual Members' meetings and, as far as practicable, at all other Members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a Members' meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the judge of probate or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

ARTICLE IV
DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association or an authorized representative of a Member that is an entity, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Nomination of Directors.

4.4.1 The then-serving Board of Directors shall set the terms and procedures for the nomination of directors in the notice of the meeting at which the election will occur.

4.4.2 If the Board of Directors do not provide for a nomination procedure, nominations can be made in advance of the meeting at which directors will be elected by providing notice to the Secretary of the Association or at the meeting at which directors will be elected up until the time of voting.

4.4.3 Any Member or authorized representative of an entity that is a Member may nominate himself as a candidate for the director position. Any Member or authorized representative of an entity that is a Member may nominate another Member as a candidate for the director position as long as the candidate is willing to serve as director.

4.5 Election of Directors. Election of directors shall be conducted in the following manner.

4.5.1 Directors shall be elected at the annual meeting of the Members.

4.5.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.6 Removal. Directors may be removed for cause by an affirmative vote of sixty-seven percent (67%) of the voting interests of the Members that are entitled to vote for the election of such Director. Except with respect to the initial Board of Directors, (a) no director shall continue to serve

on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of a Member that is an entity shall continue to serve on the Board if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

4.7 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Alabama law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the Members when such approval is specifically required by law or by the Association's governing documents. The powers and duties of the directors shall include, but are not limited to, the following:

4.7.1 To make and collect an annual maintenance charge against Members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.7.2 To suspend a Member's right to use facilities or services provided directly by or through the Association for the nonpayment of assessments to the extent that access to the Member's Lot is not denied.

4.7.3 To use the proceeds of assessments in the exercise of its powers and duties.

4.7.4 To enjoin or seek damages from the Members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.7.5 To assess reasonable penalties against a Member or tenants of a Member as permitted by Section 35-20-11 of the Alabama Code (1975); provided, however, that before doing so, the Board of Directors shall have a hearing upon such matter and shall provide the Member or Members or tenant of a Member or Members against which it seeks to assess penalties with at least ten (10) days written notice of such hearing stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person and/or by their attorney, and to be heard. The Board of Director's determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these Bylaws and any rules and/or regulations of the Association.

4.7.6 To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.7.7 To adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

4.7.8 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.7.9 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.7.10 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.7.11. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section.

4.7.12 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Alabama.

4.7.13 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the Rules and Regulations.

4.8 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Alabama or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Alabama, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.9 Annual Statement. The Board will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the Members.

4.10 Compensation. The directors shall not be entitled to any compensation for service as directors, but directors may be reimbursed for approved out-of-pocket expenses incurred on behalf of the Association.

ARTICLE V
DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board shall be held at the same place as the general Members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Waiver of Notice. No written notice of a Board meeting shall be required if all of the directors meet by unanimous consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required. Any required notice may be waived in writing signed by the person entitled to such notice whether before or after the time stated therein.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be the President of the Association. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.9 Action Without a Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action

taken. Action taken under this Section 5.9 shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

ARTICLE VI
OFFICERS

6.1 Intentionally Deleted.

6.2 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

President	Calvin Cowan
Vice President	Zach Adams
Secretary/Treasurer	James Phillips

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a Member or an authorized representative of a Member that is an entity. The President and Vice President must be members of the Board.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the Members. Notwithstanding the foregoing, (a) no officer that is a Member shall continue to serve as an officer of the Association if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, (b) no authorized representative of a Member that is an entity shall continue to serve as an officer of the Association if, during his term of office, the entity's membership in the Association shall be terminated for any reason whatsoever, and (c) no authorized representative of a Member that is an entity shall continue to serve as an officer of the Association if, during his term of office, the entity revokes his status as an authorized representative thereof or his status as an authorized representative of such entity is otherwise terminated.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the Members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all of the duties, as may be prescribed by the Board of Directors.

6.9 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.10 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.11 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VII
LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of Members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

ARTICLE VIII AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

ARTICLE IX CONFLICT

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants and conditions set forth herein in these Bylaws and the Alabama Association Act (Title 35, Chapter 20, Code of Alabama 1975, as amended from time to time (the "HOA Act")), then the provisions of the HOA Act shall at all times control.

ARTICLE X COMMUNICATIONS AND RECORDS

10.1 Budget. The Board of Directors shall adopt an annual budget for the Association for each calendar year on or before December 31 of the preceding calendar year. A copy of the budget shall be provided to Members following its adoption. If the Board of Directors fails to adopt an annual budget for any particular year, the Association shall operate using the most recent budget that has been properly adopted until such time as the Board of Directors adopts a new budget.

10.2 Communications. The Association shall establish and maintain an efficient method of communication with the Members, which may include, but is not limited to, U.S. mail, electronic mail, and/or the use of an Association owned website. Notwithstanding the foregoing, the Association shall have the right to provide all notices and other communications to the Members

required under the Articles of Incorporation, the Declaration, these Bylaws, the Alabama Nonprofit Corporation Law (and any successor thereto), and/or the Alabama Homeowners' Association Act (and any successor thereto) by electronic email unless a Member delivers a signed, written notice to the President of the Association that the Member will not accept notice by electronic mail. In such an event, the Association shall provide all such notices and other communications to such Member via United States mail at such Member's mailing address as shown in the records of the Association.

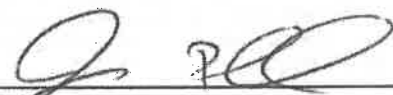
10.3 Records. The Association shall compile, organize, and maintain full and complete records of the Association, which will be available to any Member upon request within a reasonable time, not to exceed thirty (30) days from the date of the request, and upon the payment of reasonable associated costs. The Association, acting through its officers, may provide the records and information in paper or electronic form or direct the Member to the location of any public record containing the record or information sought by such Member.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we, being all of the directors of the Browns Crossing Owners Association, Inc., have hereunto set our hands this ____ day of October, 2018, and certify that these are the duly adopted Bylaws of Browns Crossing Owners Association, Inc.



Print Name: Calvin Cowan



Print Name: James Phillips



Print Name: Zach Adams

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12/15/20
54.00
1.00
55.00

STATE OF ALABAMA
COUNTY OF LIMESTONE

FILED EDBA 57823
Recorded in Above Book and Page
02/25/2008 07:00:43 AM
Michael L. Davis
Judge of Probate
Limestone County, AL

RESTRICTIVE COVENANTS FOR BROWN'S CROSSING

KNOW ALL MEN BY THESE PRESENTS that, whereas, MONROVIA REALTY, LLC, BROWN'S CROSSING, LLC, AND BROWN & MEERS HOMES, LLC, hereinafter called "DECLARANT", are the owners of all the lots and property known as BROWN'S CROSSING, Limestone County, Alabama, according to the plat of said subdivision of record in the Office of the Judge of Probate of Limestone County, Alabama, in Plat Book H, Page 86, and hereinafter known as the "SUBDIVISION";

WITNESSETH

WHEREAS, Declarants are the owners of the real property described in Exhibit "A" less and except Tracts 1 and 2 attached to this Declaration which is attached hereto and incorporated herein by reference; and

WHEREAS, Declarants desire prior to the sale to subject the real property described in said Exhibit "A" less and except Tracts 1 and 2 to the provisions of this Declaration to create a residential community of single-family homes and to provide for the potential of subjecting of other real property to the provisions of this Declaration. This Declaration imposes on the properties, as defined herein (1) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the properties and (2) a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the properties.

NOW THEREFORE, Declarants hereby declare that the real property described on Exhibit "A" less and except Tracts 1 and 2 attached hereto including the improvements constructed or to be constructed thereon and any additional property subject to this Declaration by Supplemental Declaration, is hereby subjected to the provisions of this Declaration and 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 representative, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

RPY 2008 57824

Definitions

Unless the context shall prohibit, certain words used in this Declaration shall be defined as set forth in Exhibit "B", attached hereto and by reference made a part hereof.

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 hereafter 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" less and except Tracts 1 and 2, attached hereto and by reference made a part hereof.

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

ARTICLE III

Use Restrictions and Rules

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article IX, Section 3, hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified.

Section 2. 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 Lot at any time except with the written approval of the ACC. Leasing of a Lot shall not be considered a business or business activity. However, the ACC may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the ACC, does not otherwise violate the provisions of the Declaration

and so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the lot or any structures located thereon; (b) the business activity does not involve the regular visitation of or to the lot or any structures located thereon by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the property; and (c) the business is consistent with the residential character of the property and does not constitute a nuisance or a hazardous or offensive use or threaten the safety or security of other residents of the property. The ACC may issue rules regarding permitted business activities. No structure of a temporary character including, without limitation, a trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) attached single family dwelling not to exceed one and one-half (1 1/2) stories in height, except for other structures for other proper residential uses, as may be approved by the Architectural Control Committee as defined herein (hereinafter the "ACC"). Brown & Meers Homes, LLC shall serve as the ACC until 100% of the lots are conveyed to purchasers. At that time the current ACC may continue or resign at its option. In the event of its election to resign, then it shall appoint a new ACC consisting of three (3) individual owners of property embraced within the Plat of Brown's Crossing Subdivision. Thereafter upon the resignation of any single member, the remaining members shall appoint a successor. The heated living area of each residential structure shall not contain less than 1500 square feet. All garage entries must be approved by the ACC.

Section 3. Signs. No sign of any kind shall be erected or displayed by an Owner or occupant of a lot within the Community without the prior written consent of the ACC. Notwithstanding the foregoing, the Owner of any lot shall have the right to erect one (1) reasonable and appropriate "For Sale" or "For Rent" sign no larger than four (4) square feet consistent with the Community-Wide Standard. Any builder or the Declarant may erect signs to advertise the property during the construction and sale period. The provisions of this Section shall not apply to such signs as may be required by legal proceedings.

Section 4. Vehicles. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, recreational vehicles, tractors, mowers and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards is prohibited.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the ACC, for a period longer than ten (10) days in any given thirty (30) day period or for five (5) consecutive days. After any such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Community. No towed vehicle, boat, recreational vehicle, motor home, tractor, mower or mobile home shall be temporarily kept or stored in the community unless kept in a garage. Vehicles parked in violation of this provision

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 eighteen-wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the ACC. All single-family detached residences shall contain a 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.

Section 5. Leasing. Lots may be leased for residential purposes only. 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 use restrictions of the subdivision. The lease shall also obligate the tenant to comply with the foregoing.

Section 6. Occupants Bound. All provisions of the 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 levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. 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, be on a leash or otherwise confined. 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 or vaccinated as required by law.

Section 8. 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 building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. 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 Lot 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, animals, device or thing of any sort, including but not limited to any hazardous material, whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 9. Unsightly or Unkept Conditions. 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 unkept conditions, shall not be pursued or undertaken in any part of the Community.

Section 10. Architectural Standards. Within twenty-four (24) months of the sale of any lot, the owner must submit two (2) sets of architectural plans, specifications, a site plan and a detailed landscaping plan to the ACC. Written approval of the ACC must be obtained prior to any construction by the owner on the lot. Construction of improvements on the lot must commence within ninety (90) days of written approval of the plans by the ACC. All construction of improvements must be completed within three hundred sixty-five (365) days from the date of written approval of the plans by the ACC. No exterior construction, alteration, addition, or erection of any nature whatsoever, including without limitation mailboxes, basketball hoops, swing sets or similar sports or play equipment, clotheslines, garbage cans, wood piles, swimming pools, wells, window air conditioning units, hot tubs, antennas, satellite dishes, hedges, walls, dog runs, animal pens or fences of any nature 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. 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 shall have been submitted in writing to and approved by an ACC established by the developer. The ACC may be divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. Architects, engineers, or other Persons necessary to enable the Committee to perform its review may be employed. The ACC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the ACC fails to approve or to disapprove properly submitted building plans and specifications within thirty (30) days after the plans and specifications have been submitted to and an acknowledged receipt given by the ACC to the owner, then approval will not be required, and the requirements of this Section will be deemed to have been fully satisfied. 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 ACC, 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 ACC 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 ACC or its representative 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.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC or the members thereof assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the ACC nor the 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 ACC, or the employees or 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 11. Antennas. No exterior antennas, receivers or similar devices of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ACC. No free standing antennas whatsoever shall be placed on any Lot including, without limitation, satellite dishes. The Board or its designee may approve the installation of radio antennas which are not in excess of three (3) feet in diameter and do not protrude above the roofline of the residence located on the Lot at its highest point and are not visible from the street in front or at either side of the Lot. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and

each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 12. Tree Removal. No trees shall be removed without the express consent of the ACC or its designee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons; or (c) trees within ten (10) feet of buildings or other structures.

Section 13. 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 Owner or occupant of a Lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

Section 14. Sight Distance at Intersections. No fence, wall, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, and the contrary herein notwithstanding, no fence or wall shall be located any closer to the street than thirty-five (35) feet, except on a corner lot unless approved by the ACC.

Section 15. Clotheslines, Garbage Cans, Woodpiles, etc. No exterior clotheslines or similar devices shall be placed or permitted on any lot. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. 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 or incinerated within the Community except during any approved construction.

Section 16. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changes except with the prior written approval of the ACC. Declarant, however, hereby expressly reserves the right to re-plot any Lot or Lots owned by Declarant. Any such division, boundary line change, or re-plotting shall not be in violation of the applicable subdivision and zoning regulations. Should the owner of two (2)

contiguous lots desire to construct one (1) residential structure on both lots, the owner must first obtain written approval of the ACC, including approval of any relocation or extension of any easement in addition to any required vacation of any easement required by any governmental entity.

Section 17. Guns. The use of firearms in the Community is prohibited. The term "firearms" includes "BB" guns, pellet guns, and firearms of all types.

Section 18. Fences. No fence or fencing-type barrier, including vegetation hedges, of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot without the prior written consent of the ACC. No fence shall be erected under any circumstances along or within any front yard area. All fences otherwise allowable cannot extend into the front yard area beyond a line parallel with the front corners of the residence unless approved by the ACC. The ACC may issue guidelines detailing acceptable fence styles or specifications, but in no event will a hog wire or barbed wire fence or chain link (metal or vinyl) be approved. All fences otherwise allowable cannot extend more than six (6) feet above ground level.

Section 19. 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.

Section 20. Air Conditioning Units. Except as may be permitted by the ACC, no window air conditioning units may be installed. No air conditioning apparatus or unsightly projection shall be attached to the front of any residence.

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 by the ACC.

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware, windmills 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 ACC.

Section 23. Above Ground Swimming Pools. Above ground swimming pools shall not be erected under any circumstances.

Section 24. Lighting. Except for approved lighting as originally installed on a residence, exterior lighting visible from the street shall not be permitted, except for: (1) one (1) decorative post light; (b) a street light in conformity with an established street lighting program for the Community; (c) seasonal decorative lights for a sixty (60) day period beginning November 15 each year; (d) front house illumination of model homes; or (e) low voltage landscaping lighting.

Section 25. Exteriors. Unless otherwise approved by the Architectural Control Committee, the exterior of all improvements, including without limitation residences, must be all masonry brick veneer except where brick cannot be safely and structurally utilized, such as dormers or the rise of the roof. Exterior brick can be accepted with stone or stucco veneer. The color of all brick and mortar must be approved by the ACC. All roofs shall have at least a eight/twelve (8/12) slope. Roofing material shall be regular or architectural grade asphalt shingles, the color of which must be approved by the ACC. Any exterior modifications, including paint, shutters, garage doors and trim must be approved by the ACC.

Section 26. Window Coverings. The portion of all window coverings visible from the exterior of any residence shall be white or off-white unless otherwise approved by the ACC. Window coverings shall consist of material designed for such purpose and shall not be substituted with temporary paper, sheets, bed linens, plastic or any other unsightly material. Aluminum foil on window panes, mirrored or reflective glass is not allowed.

Section 27. Minimum Building Size. All residences shall contain a minimum of fifteen hundred (1,500) square feet to centrally-heated and cooled living space, which space shall specifically exclude, without limitation, open porches, garages and unfinished storage areas.

Section 28. Setback Lines. No building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line or nearer than five (5) feet to the side Lot line, or nearer than fifteen (15) feet from the rear Lot line unless specified on the recorded plat. For the purpose of this Section, eaves, steps, and overhang stoops shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another lot.

Section 29. Mailboxes. All mailboxes, erected on any Lot, must conform to one standard design. A design will be approved by the ACC and such design will be made available to the Owner upon approval of building plans for the Lot by the ACC.

Section 30. Storage Tanks. No above-ground storage tank shall be permitted on any Lot without the prior written consent of the ACC.

Section 31. Gardens. No vegetable gardens, compost gardens, greenhouses or other food source planting shall be allowed in the front or on the sides of any residence on any Lot. No vegetable gardens, compost gardens, greenhouses or other food source planting shall be allowed on any corner lot (adjacent or fronting two (2) intersecting roadways).

Section 32. Drives and Walkways. All drives and sidewalks shall be concrete. No other driveway material, including but not limited to brick, dirt, gravel or asphalt, shall be permitted.

Section 33. Grass and Landscaping. Within thirty (30) days of completion of construction either zoysia, Bermuda or fescue sod shall be placed in all areas of the front and side yards. The rear yards must be either sodded or seeded and covered with straw. In addition, the owner of each lot must plant and maintain at least one (1) 2" caliper tree or larger. The time for planting may be extended, at the discretion of the ACC, if weather conditions so dictate.

Section 34. Storage Buildings and Pools or Bathhouses. No storage building, pool or bathhouse of any kind shall be permitted unless specifically approved by the ACC.

Section 35. Dwelling Exterior Yard. Each Lot Owner will be responsible to maintain an appearance in keeping with the esthetics of the neighborhood. Untidy maintenance, unkempt yard conditions, etc., will be corrected by the ACC and the expenses charges to the owner.

Section 36. Prohibition of Occupancy by Registered Sex Offenders. Except where prohibited by the laws, rules, regulations and ordinances of the United States, the State of Alabama, Limestone County or any other governmental authority, no home may be occupied, at any time, by a person registered as a sex offender in the State of Alabama or any other state. This prohibition applies to all persons whether or not such person is an owner, a tenant, a non-owner family member or guest. Without limiting other enforcement rights that may be available under this Declaration or Alabama law, the owner of any lot upon which a registered sex offender may occupy and the registered sex offender occupying such lot shall be responsible for all costs incurred in the enforcement of this provision and all damages that arise therefrom.

ARTICLE VII

Insurance and Casualty Losses

Section 1. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the ACC or the Developer has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and, agrees with all other Owners that each Owner shall carry blanket all-risk casualty insurance on the lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonable available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage.

Section 2. Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a

Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris there from within seventy-five (75) days after such damage or destruction.

ARTICLE VIII

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and between adjacent Lots due to the unintentional 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 two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent Lots, 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 or tenant.

Section 2. Easements for Utilities. There is hereby reserved to the Declarant blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant might decide to have installed to serve the Community. It shall be expressly permissible for the Declarant to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wire, conduits, cables and other equipment related to the providing of any such utility or service.

ARTICLE IX

General Provisions

Section 1. Enforcement. Each Owner and Occupant shall comply strictly with the use restrictions, as they may be lawfully amended or modified from time to time and with the restrictions set forth in this Declaration and in the deed to his or her Lot, if any.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by any Owner, their respective legal representatives, heirs, successors, and assigns, paripatnally the extent permitted by law; provided, however, should any provision of Alabama law now or hereafter limit the period during which covenants

restricting lands to certain uses may run, any provision of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time any such provisions shall be automatically extended for successive periods of ten (10) years. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if 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) if 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) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if 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 Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the owners and the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. No provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

Section 4. 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 5. 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 6. 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 7. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, use restrictions, rules and regulations, design guidelines, and any amendments thereto, 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 each builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" less and except Tracts 1 and 2 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; and the right to construct and operate business offices, sign, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, office, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge. 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. This section shall not be amended without the Declarant's express written consent so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

EXHIBIT "B"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of a Residence.
- (b) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and such additions thereto of other real property as may be made by the Association by Supplementary Declaration.
- (c) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such determination, however, must be consistent with the Community-Wide Standard Originally established by the Declarant.
- (d) "Declarant" shall mean and refer to Monrovia Realty, LLC, Brown's Crossing, LLC, and Brown & Means Homes, LLC and their 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, and provided further, in the instruments of conveyance to any such successor-in-title or assign, 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, which is now or hereafter subjected to the 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.
- (e) "Declaration" shall mean the Declaration of Protective Covenants for Brown's Crossing Subdivision, as such document may be amended.
- (f) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- (g) "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.
- (h) "Mortgagee" shall mean the holder of a Mortgage.

(i) "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.

(j) "Owner" shall mean the record owner, whether one (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.

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

(l) "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. For example, each single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a residence; each Apartment Unit in an Apartment Complex shall constitute a Residence; and each townhome or cluster home unit in an attached or semi-attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence". 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; (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 by contract with owner).

(m) "Supplementary Declaration" shall mean an amendment to the Declaration subjecting additional property to the Declaration, which may or may not amend the Declaration as to the additional property submitted.

Recording Fee \$5.00
TOTAL \$5.00

IN WITNESS WHEREOF, the parties have caused these restrictive covenants to be executed this the 25 day of September, 2008.

MONROVIA REALTY, LLC

Beverly B Brown
BY: BEVERLY BROWN
ITS: MEMBER

BROWN'S CROSSING, LLC

T. J. Meers
BY: T. J. MEERS
ITS: MEMBER

Terry McDonald
BY: TERRY MCDONALD
ITS: MEMBER

BROWN & MEERS HOMES, LLC

T. J. Meers
BY: T. J. MEERS
ITS: MEMBER

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, do hereby certify Beverly Brown, in her capacity as Member of Monrovia Realty, LLC, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, she executed the same with full power and authority on the day the same bears date.

This the 25 day of September, 2008.

T. J. Meers
NOTARY PUBLIC
My commission expires: 10-09-11



STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, do hereby that T. J. Meers, in his capacity as Member of Brown's Crossing, LLC, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same with full power and authority on the day the same bears date.

This the 25 day of September, 2008.


NOTARY PUBLIC
My commission expires: 10-09-11



STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, do hereby that Terry McDonald, in his capacity as Member of Brown's Crossing, LLC, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same with full power and authority on the day the same bears date.

This the 25 day of September, 2008.


NOTARY PUBLIC
My commission expires: 10-09-11



STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, do hereby that T. J. Meers, in his capacity as Member of Brown & Meers Homes, LLC, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he executed the same with full power and authority on the day the same bears date.

This the 25 day of September, 2008.


NOTARY PUBLIC
My commission expires: 10-09-11



This instrument was prepared by:
Michael C. Moore, Attorney
912 Merchants Walk, Huntsville, AL 35801