

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Filed/Certified - Judge Mark Gaines

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS AND MASTER
COVENANTS AND RESTRICTIONS FOR THE
CROSSINGS AT DEERFOOT SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS AND MASTER COVENANTS AND RESTRICTIONS FOR THE CROSSINGS AT DEERFOOT SUBDIVISION (this "**Restated Declaration**") is made and entered into as of March 1, 2006, by **DEERFOOT PW, LLC**, an Alabama limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant is the owner of that certain property described in Exhibit "A" attached hereto and made a part hereof, all of which said property is sometimes collectively referred to herein as the "Community" or the "Property", and desires to create thereon a residential community with open spaces and other common facilities for the benefit of said Community;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the Property, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Community, to create and carry out a uniform plan for the sale, development and improvement of the Property for the benefit of the present and future owners of the Property, and

WHEREAS, Declarant hereby adopts and establishes this Declaration to apply uniformly to the use, improvement, occupancy and conveyance of all the Property;

WHEREAS, Declarant recorded the Declaration of Easements and Master Covenants and Restrictions for the Crossings at Deerfoot Subdivision on December 14, 2005, in Book 200516, Page 5323 in the Probate Office of Jefferson County ("**Declaration**"); and

WHEREAS, the Declarant wishes to make certain changes in the Declaration and to amend and restate the Declaration on the terms contained herein.

NOW, THEREFORE, the Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred,

sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
Definitions

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 Additional Property. "**Additional Property**" shall mean any real property and Improvements situated thereon lying adjacent to or in close proximity with the Property, but which does not presently comprise the Property, which Declarant may from time to time submit to and add to the provisions of this Declaration pursuant to the provisions of Section 2.2 below. The term "**Additional Property**" may also include additional Common Areas.

1.2 Architectural Committee. "**Architectural Committee**" shall mean the committee created pursuant to this Declaration to review and approve Plans and Specifications for the construction of Improvements upon the Property.

1.3 Architectural Committee Rules. "**Architectural Committee Rules**" shall mean the rules adopted by the Architectural Committee.

1.4 Articles. "**Articles**" shall mean the Articles of Incorporation of the Association as from time to time amended.

1.5 Assessments. "**Assessments**" shall mean assessments of the Association and includes the annual Assessments provided for in Section 8.3 and any special Assessments, including Sector Assessments, provided for in Section 8.4.

1.6 Association. "**Association**" shall mean and refer to The Crossings at Deerfoot Owners Association, Inc.

1.7 Association Rules. "**Association Rules**" shall mean the rules adopted by the Board pursuant to Section 7.6 hereof, as they may be amended from time to time.

1.8 Board. "**Board**" shall mean the Board of Directors of the Association.

1.9 Bylaws. "**Bylaws**" shall mean the Bylaws of the Association, which may be adopted by the Board, and as from time to time amended.

1.10 Common Area. "**Common Area**" shall mean any real and personal property now or hereafter owned or otherwise acquired by lease, easement or otherwise, by the Declarant or the Association for the common use and enjoyment of the Owners, whether located within the Property, adjacent to the Property or in close proximity to the Property other than any area located within the boundary lines of any Lot or Dwelling. The Common Areas shall include (i) the entrance area from Deerfoot Parkway to the Property, (ii) all signage, street lights, irrigation, lighting, walkways, sidewalks, paths, bicycle and jogging paths and lanes, gates, walls, fences, landscaped areas and other Improvements, including any median within any public or private

roadway, (iii) all storm drains and sewers, drainage and watershed protection or retention detention ponds, basins, spillways, dams, (iv) all utility lines, poles, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances that are located in or serve any of the Common Areas, and (v) all parks recreational facilities and areas and any other Improvements that are designated as Common Areas by the Declarant or the Association. Notwithstanding the foregoing, the designation of any area as Common Areas shall not mean or imply that the public at large acquires any easement or other right of use or enjoyment or any other rights, benefits or licenses therein or to the use thereof, and the use and management of such Common Areas shall be exclusively governed by the terms and conditions of this Declaration. Declarant has no obligation to designate any Common Area but may, at its sole discretion, elect to do so in the future.

1.11 Common Area Expenses. "**Common Area Expenses**" shall mean all expenditures made or incurred on behalf of the Association in connection with the maintenance, repair, improvement, alteration, operation and management of the Common Areas, together with all funds assessed for the creation or maintenance of appropriate contingent and replacement reserves for items that must be repaired or replaced on a periodic basis.

1.12 Declarant. "**Declarant**" shall mean Deerfoot PW, LLC, an Alabama limited liability company, its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Deerfoot PW, LLC, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.13 Declaration. "**Declaration**" shall mean this instrument and as it may be amended from time to time.

1.14 Dwelling. "**Dwelling**" shall mean, collectively, any Lot and Improvements constructed thereon intended for use as a single-family, detached residential housing unit.

1.15 Immediate Family. "**Immediate Family**" shall mean the lineal descendants of the applicable person and his or her spouse who are then residents of a single family dwelling located on the Property.

1.16 Improvement. "**Improvement**" shall mean every structure and all appurtenances thereto of every type and kind, including buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. "**Improvements**" shall also mean any grading, excavation or fill, the volume of which exceeds eight cubic yards.

1.17 Lot. "**Lot**" or "**Lots**" shall mean any unimproved portion of the Property upon which it is intended that a Dwelling be constructed. Upon the Recordation of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for

purposes of this Declaration. A parcel of land shall be deemed unimproved and thus be considered to be a Lot rather than a Dwelling until the Improvements constructed thereon are sufficiently complete to reasonably permit habitation. Upon such completion, such Lot and Improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

1.18 Manager. "**Manager**" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers or functions of the Association.

1.19 Member. "**Member**" shall mean any person who is a member of the Association.

1.20 Mortgage. "**Mortgage**" shall mean any mortgage or deed of trust covering any portion of the Property given to secure the payment of a debt.

1.21 Occupants. "**Occupant**" shall mean any Owner, a tenant of any owner and any member of their respective Immediate Families, and guests, agents, servants, employees or invitees of any Owner or any tenant of any Owner who occupies or uses any Dwelling located within the Property.

1.22 Owner(s). "**Owner**" shall mean each person or entity, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include the mortgagee of a Mortgage.

1.23 Person. "**Person**" shall mean an individual or entity having the legal right to hold title to real property.

1.24 Plans and Specification. "**Plans and Specifications**" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, destruction or removal of trees and other vegetation, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plan for utility services, and all other documentation or information relevant to such Improvement.

1.25 Record, Recorded, and Recordation. "**Record**", "**Recorded**", and "**Recordation**" shall mean, with respect to any document, the recordation of such document in the office of the Judge of Probate of Jefferson County, Alabama.

1.26 Sector. "**Sector**" shall mean any portion of the Property that has been subdivided into Lots that is reflected in a separate Recorded subdivision plat, such as the Subdivision Plat.

1.27 Sector ARC. "**Sector ARC**" shall mean the architectural review committee established for each Sector, including the Architectural Committee for Sector One. If no Sector ARC is designated in a Supplemental Declaration for any new Sector, then the Architectural Committee shall govern all construction within the new Sector pursuant to this Declaration.

1.28 Sector Assessments. "**Sector Assessments**" shall mean any and all Assessments imposed on the Owners of Lots and Dwellings in one or more Sectors to pay Common Area Expenses for the Common Areas benefiting such Sector or Sectors.

1.29 Sector Covenants. "**Sector Covenants**" shall mean (i) for Sector One, the covenants conditions and restrictions set forth in this Declaration, and (ii) for any other Sector, the covenants conditions and restrictions set forth in this Declaration as modified or supplemented by the Supplemental Declaration required to be Recorded in connection with any such other Sector.

1.30 Sector One. "**Sector One**" shall mean the Sector made up of the Lots and Dwellings described by the Subdivision Plat.

1.31 Subdivision Plat. "**Subdivision Plat**" shall mean the finally platted subdivision plat entitled "[The Crossings at Deerfoot, Phase One]," which is Recorded in Plat Book ____, Page ____, in the office of the Judge of Probate of Jefferson County, Alabama.

1.32 Subdivision Restrictions. "**Subdivision Restrictions**" shall mean this Declaration, together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the Association Rules, Committee Rules, and the Articles and Bylaws of the Association from time to time in effect.

1.33 Supplemental Declaration. "**Supplemental Declaration**" shall mean any declaration of covenants, conditions, and restrictions that may be hereafter Recorded by Declarant and which are subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

ARTICLE II

General Declaration and Additional Properties

2.1 General Declaration. Declarant hereby declares that (i) the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration, (ii) the Property and any part thereof and each Lot, Dwelling and all Common Areas shall be held, owned, hypothecated, encumbered, leased, occupies, built upon, and otherwise used, improved and maintained subject to the terms of this Declaration, and (iii) the easements, covenants, conditions, restrictions, charges, liens and regulations of this Declaration shall run with the title to the Property and shall be binding upon and inure to the benefit of Declarant, and upon all Owners and Occupants of the Property and any Lot, Dwelling or Improvement thereon.

2.2 Additional Properties. The Declarant, its successors and assigns, shall have the right to add and submit any Additional Property to the provisions of this Declaration and, to the extent that any Additional Property is specifically submitted to the terms and conditions of this Declaration by Declarant, then any such Additional Property shall constitute part of the Property. Additional Property may be added as an addition to an existing Sector or as a new Sector by the Declarant, which may include, in any case, Common Areas within the Additional Property, or may be added as a Common Area by either the Declarant or the Association subject to the following terms and conditions.

(a) In the event that Declarant desires to add Additional Property as part of an existing Sector or as a new Sector, which may include Common Areas, the Additional Property shall not be included as part of the Property until all of the following conditions have been satisfied:

(1) The Declarant shall have prepared a subdivision plat providing for the subdivision of the Additional Property into Lots and Common Areas as the case may be, in accordance with the applicable requirements of all governmental authorities and, after said governmental authorities have approved the subdivision plat for the Additional Property, the same shall have been Recorded;

(2) Promptly after the subdivision plat for the Additional Property is Recorded, the Additional Property shall be submitted to this Declaration and a Supplemental Declaration, which Supplemental Declaration shall be executed by Declarant and any other record owner of any interest in the Additional Property at the time of Recording and which shall include a reference to the description of the property included in the Additional Property by reference to the Recorded subdivision plat;

(3) The Supplemental Declaration for any new Sector may include architectural standards that are consistent with, but not necessarily the same as, the standards and restrictions herein and shall establish a Sector ARC similar to the Architectural Committee for such Sector with the responsibility for implementing and enforcing the architectural standards and use restrictions within such Sector; and

(4) The Supplemental Declaration for the Additional Property shall be executed by the Declarant and the Association in the manner for execution of deeds and Recorded, which instrument shall be deemed an amendment to this Declaration, which instrument need not be consented to or approved by any Owner, Occupant or mortgagee of any Mortgage and shall (i) refer to this Declaration stating the instrument number as Recorded, (ii) contain a statement that the Additional Property is made subject to the provisions of this Declaration, (iii) contain an exact description of the Additional Property, (iv) contain a statement as to whether the provisions of Article V of this Declaration apply to the Additional Property, and (v) state such other or different Sector Covenants as the Declarant, in its sole discretion, shall specify to control the use, occupancy and improvement of such Additional Property.

(b) In the event that Declarant or the Association desires to add Common Areas as Additional Property that are not part of a Sector, the Common Areas shall not be included as part of the Property until all of the following conditions have been satisfied:

(1) The Declarant or record title holder shall have conveyed to the Association fee simple title to the real property and Improvements comprising the Common Area, or shall have granted or caused to be granted for the benefit of the Association and/or the Owners for the use and enjoyment of the real property and Improvements comprising the Common Areas; and

(2) Such document of conveyance shall be evidenced by an instrument executed by Declarant and the Association in the manner for the execution of deeds and

Recorded, which instrument need not be consented to or approved by any Owner, Occupant or mortgagee of any Mortgage, and shall (i) refer to this Declaration stating the instrument number as Recorded, (ii) contain a statement that the Common Area is made subject to the provisions of this Declaration, (iii) contain an exact description of the Common Area, and (iv) state such other or different covenants, conditions or restrictions as the Declarant, in its sole discretion, shall specify to control the use, occupancy and improvement of such Common Area.

(c) In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions or restrictions set forth herein upon any real property owned by Declarant situated adjacent to or in close proximity to the Property. Notwithstanding anything to the contrary contained in this Declaration, (i) the provisions of this Section 2.2 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of the Declarant, and (ii) the rights reserved to the Declarant pursuant to this Section 2.2 shall not be deemed to inure to the benefit of any transferee or purchaser of the Property or any Additional Property or any portion thereof, unless Declarant, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 2.2 of this Declaration.

2.3 Right of Declarant to Modify Restrictions. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling in the Property, to make improvements and changes to all Common Areas and to all Lots and Dwellings owned by Declarant, including (i) installation and maintenance of Improvements in or to the Common Areas, (ii) changes in the location of any boundaries of any Lots or Dwellings owned by Declarant or the Common Areas, (iii) installation and maintenance of any water, sewer and other utility systems and facilities within the Common Areas or easements therefor, and (iv) installation of security and trash and refuse facilities.

ARTICLE III **General Restrictions for Sector One**

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1 Sector One. As of the date hereof, Sector One and the Property are the same. The provisions of this Article III shall only apply to Sector One and shall not apply to any Additional Property, unless specifically referenced as applicable to such Additional Property in the Supplemental Declaration to be Recorded in connection therewith pursuant to Section 2.2 hereof.

3.2 Antennas. No exterior radio, television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

3.3 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot, Dwelling or the Association Property without the prior written approval of the Board.

3.4 Subdividing. No Lot or Dwelling shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof

without the prior written approval of the Architectural Committee; provided that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee. Adjoining Lots may be merged into one Lot if owned by the same Owner, but no such merger or combination shall affect such Owner's obligation to the Association, including any obligation to pay Assessments for each Lot so merged, and once two or more Lots are merged or combined, they may not later be re-subdivided. A merger of two or more Lots shall not result in the abrogation of Assessments for each individual Lot so merged.

3.5 Signs. No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for signs which are part of Declarant's overall marketing plan for the Property. The Architectural Committee may permit signs of any type advertising a portion of the Property for sale or lease or it may set standards for the same.

3.6 Rubbish and Debris. No rubbish or debris of any kind shall be permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view.

3.7 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.8 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee. Following the commencement of construction of any structure on a Lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within nine months from the date of such commencement of construction. The dwelling house shall be the first building constructed on any Lot, and the construction of a garage or other collateral building prior to the construction of a dwelling house on any Lot shall be prohibited. The interior of any structure being constructed on any Lot shall be completely finished within twelve (12) months following the commencement of construction. No dwelling shall be occupied until the certificate of occupancy is issued. Landscaping around the dwelling structure shall be completed within twelve (12) months following commencement of construction.

3.9 Repair of Buildings. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition and repair shall be final.

3.10 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the

removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.11 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in Common Areas designated for such use by Declarant or the Association.

3.12 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the proper approval of Declarant, such approval to include the nature, size, duration and location of such structure.

3.13 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

3.14 Unightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Dwelling so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, automobiles that are inoperative for more than 24 hours, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, store or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping. No fuel, oil, and gas tanks and containers, including tanks for liquid propane gas, shall be located on the Property.

3.15 Lighting. Street or security lights shall be constructed to minimize light pollution on neighboring property insofar as possible.

3.16 Household Pets. No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Dwellings; provided that the Owners of a Dwelling may keep up to a total of [two] dogs, cats or other domestic animals which are bona fide household pets, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of any of the

Dwellings. The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section, and to take such action or actions as it deems appropriate to correct the same. Any animals outside of the fenced area within a Dwelling must be on a leash and the Owner or custodian of such animal shall be responsible for the immediate cleanup of the animal's droppings. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of special Assessments as provided in Section 8.4 hereof.

3.17 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or Dwelling at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot or Dwelling so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight hours.

3.18 Fences. The construction of fences shall be restricted, and no fence shall be constructed on the Property without the prior written consent of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation of otherwise so as not to be visible from other portions of the Property.

3.19 Sewage Disposal. All dwellings shall be served by a sewage disposal system. The Owner of each Lot or Dwelling, other than the Declarant, shall install private septic tanks and drain fields or dry well installations in compliance with all applicable state, and local laws and regulations. All toilet facilities must be located inside a single-family residential unit on the Dwelling. Evidence of such compliance shall be filed with the Architectural Committee.

3.20 Wires or Lines. All service wires or lines to any home and outbuildings, including those for water, electrical, telephone, natural gas and cable service, if available, shall be placed underground from the main supply lines and shall comply with all requirements of the City of Trussville, including any of its boards or agencies that govern the operation of utilities on the Property. Adjacent Lot Owners desiring to share the costs of any underground lines shall be responsible for dividing equitably between themselves the cost of installing underground electric service along their respective common boundary from the pad-mounted transformer, with the limitation, however, that no Lot Owner shall be required to share such costs with more than one other Lot Owner..

3.21 Ingress and Egress. No Lot or Dwelling shall be used to provide ingress or egress to or from another Lot or Dwelling unless Lots or Dwellings back up to each other. Except for rights reserved to Declarant in Section 9.3, no Lot or Dwelling shall be used to provide utility service to property outside of the Property without the express written consent of the Declarant.

3.22 No Hunting. No hunting will be allowed anywhere on the Property.

3.23 Owner's Failure to Maintain. In the event that any Owner shall fail to maintain and repair his Lot or Dwelling as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot or Dwelling and clean, repair, maintain, and restore the Lot or Dwelling and each Owner (by acceptance of a deed for his Lot or Dwelling) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

3.24 Amendment. The provisions of this Article III may be amended at any time upon the unanimous consent of all of the Owners of Lots and Dwellings within Sector One and to all Additional Property where this Declaration is made applicable by a specific reference to such Additional Property and the applicability of this Declaration in the Supplemental Declaration to be Recorded in connection therewith pursuant to Section 2.2 hereof.

3.25 Easements and Rights are Perpetual. The easements and rights granted pursuant to this Article III are and shall be permanent and perpetual, and are appurtenant to and shall pass and run with title to each such Lot or Dwelling.

ARTICLE IV **Restrictions**

4.1 Residential Use. All Lots shall be improved and used solely for single family residential use inclusive of a garage, fencing and such other improvements as are necessary or customarily incident to residential use. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to prior review by the Architectural Committee. The Architectural Committee may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot or Dwelling. Rather, the Committee may consider the effect the Improvement will have on the Community as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Dwelling.

4.2 Dwelling Size; Building Materials. All single family dwellings shall contain not less than 2,500 square feet of enclosed heated living space, exclusive of porches (open or covered), decks, garages and carports. All Dwellings and other buildings shall be of recognized standard construction quality constructed of new material and be of good quality workmanship. The height of any single family dwelling shall be in accordance with the applicable building code. No trailers, modular homes, mobile homes, any other type of movable homes or shacks shall be allowed. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone or stucco, which brick, stone or stucco shall cover at least 60% of the exterior walls. No aluminum or vinyl siding shall be allowed without the prior written consent of the Architectural Committee. Any building erected shall have a solid foundation. Roofs shall have some pitch and not be completely flat and no metal roofs shall be allowed,

unless specifically approved in writing by the Architectural Committee. No more than one additional out building may be constructed on any Lot, such as a detached garage for the Owners' vehicles or a guest house. All driveways shall be paved with concrete, asphalt or an alternative approved by the Architectural Committee.

4.3 Set-back Requirements. No building shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the building; provided that this shall not be construed to allow any such structure to encroach upon another Lot or Dwelling.

4.4 Yards. Each yard for every Lot or Dwelling shall be sodded. The sodded area for each backyard of each Dwelling shall measure at least 25 feet from the rear of the house situated upon each Lot unless such sodding requirement is waived by the Architectural Committee.

4.5 No Rentals. No Lot or Dwelling may be rented for any purpose by the Owner thereof.

ARTICLE V **Deerfoot Owners Association**

5.1 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Any Person or entity upon becoming an Owner shall automatically become a member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property interest.

5.3 Classes of Membership and Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

(a) The Owner (including Declarant) of each Lot or Dwelling within the Community shall have one vote for each Lot or Dwelling so owned. When more than one person holds such interest or interests in any Lot or Dwelling, all such persons shall be Members, and the vote for such Lot or Dwelling shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot or Dwelling except by Declarant pursuant to Subparagraph (b) of this Section.

(b) In addition to the votes to which Declarant is entitled by reason of Subparagraph (a) of this Section, Declarant shall have three additional votes for each Lot or Dwelling owned by Declarant until the Lots or Dwellings owned by Owners other than Declarant

exceed 70% of the total number of Lots or Dwellings. Thereafter, Declarant shall have only the votes, if any, to which it is entitled under said Subparagraph (a) of this Section.

5.4 Voting, Quorum and Notice Requirements. Except as specifically provided elsewhere herein, any action of the Association may be taken with the consent of a majority of the total votes represented at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten days nor more than 60 days in advance and shall set forth the purpose of such meeting.

(a) At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast 50% of all the votes of Members shall constitute a quorum. If the required quorum is not present at the meeting, the Members present in person or represented by proxy shall have the power to adjourn the meeting and immediately after such adjournment, subject to the notice requirement hereinabove set forth, to reconvene a meeting of Members, at which a quorum shall consist of 50% of the quorum required at the prior meeting, and if a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified; provided that no such second meeting shall be held more than 60 days following the first meeting.

(b) Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in and signed by Members having a majority of the outstanding votes.

(c) Except as specifically set forth herein, notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

5.5 Duties of the Association. Subject to and in accordance with these restrictions, the Association acting through the Board shall have and perform each of the following duties:

(a) Common Area.

(1) Ownership and Control. To accept, own, operate and maintain all Common Areas, which may be conveyed or leased to it, together with all Improvements of whatever kind and for whatever purpose that may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association.

(2) Repair and Maintenance. To maintain in good repair and condition all lands, Improvements, and other Common Area owned by or leased to the Association.

(3) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(b) Insurance. To obtain and maintain in effect policies of insurance which, in the Board, are reasonably necessary or appropriate to carry out the Association functions.

(c) Association Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Rules and Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions, including the use of the Common Area. Without limiting the generality of the foregoing, such rules may set dues and fees and prescribe the regulations governing the operation of the Common Area.

(d) Financing. To execute Mortgages, both construction and permanent, for construction of facilities, including Improvements on property owned by or leased to the Association, and to accept lands in Common Areas, whether or not improved, from Declarant subject to such Mortgages or by assuming such Mortgages. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees, Assessments of the Members, or otherwise, or any combination thereof, as may be deemed appropriate by the Association, but subject to the limitations imposed by this Declaration.

(e) Records. To keep books and records of the Association's affairs.

(f) Other. To carry out and enforce all duties of the Association set forth in the Subdivision Restrictions.

5.6 Powers and Authorities of the Association. The Association shall have the powers of an Alabama nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Alabama or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

(a) Assessments. To levy Assessments as provided in Article VIII below.

(b) Right of Entry and Enforcement. To enter at any time in an emergency or in a non-emergency, after 24 hours written notice, without being liable to any Owner, upon any Lot or unimproved portion of any Dwelling or onto any Common Area for the purpose of enforcing the Subdivision Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Subdivision Restrictions, and the expense incurred by the Association in connection with any such entry upon any Lots or Dwellings in the Community and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lots entered upon, shall be a lien upon the Lots or Dwellings entered upon and improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VIII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Subdivision Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary

or expedient to enforce the Subdivision Restrictions; provided that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

(c) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or Mortgages out of, in, on, over, or under any Common Area, for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(1) Parks or other recreational facilities or structures;

(2) Roads, streets, walks, driveways, parking lots, trails, and paths;

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and

(5) Any similar improvements or facilities. Nothing above contained however, shall be construed to permit the use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(d) Manager. To retain and pay for the services of a person or firm (as Manager) to manage and operate the Association, including its property, to the extent deemed advisable by the Board.

(e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(f) Common Area Services. To pay for water, garbage removal, landscaping, gardening, and all other utilities, services and maintenance incurred in connection with the use and ownership of the Common Area.

(g) Other Areas. To maintain and repair easements, access easements, roads, roadways, parking lots, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds and other areas of the Community, as appropriate.

(h) Recreational Facilities. To own, operate, maintain and repair any and all types of facilities for both active and passive recreation and such other Improvements as may be constructed and designated as Common Area by Declarant.

(i) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of the Subdivision Restrictions.

(j) Construction on Common Areas. To construct new Improvements or additions to Common Areas, subject to the approval of the Architectural Committee.

(k) Contracts, Property Ownership. To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift, or otherwise.

ARTICLE VI COMMON AREAS

6.1 Use. Each Owner, Occupant and members of their Immediate Family that reside with them on the Lot or Dwelling shall be entitled to use the Common Areas subject to:

(a) The provisions of the Subdivision Restrictions, and each person who uses any property of the Association, in using the same, shall be deemed to have agreed to comply therewith;

(b) The right of the Association to impose dues and use fees;

(c) The right of the Association to suspend the rights to the use of any of the Common Areas by any Member and their families, guests and invitees for any period during which any assessment against the Member's property remains past due and unpaid;

(d) The right of the Association, upon demand, to require that a security deposit be made and kept with the Association to secure all sums, and to guarantee performance of all duties, due or owing, or to become due and owing to the Association;

(e) Such covenants, conditions, and restrictions as may have been imposed by prior owners on the Property.

6.2 Damages. Each Member shall be liable to the Association for any damage any of the Common Areas that is sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If any Lot or Dwelling is owned jointly or in common, the liability of all such joint or common Owners shall be joint and several.

6.3 Damage and Destruction. In case of destruction of or damage to improvements within the Common Area by fire or other casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the improvements within the Common Area so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damage, the Association may levy a special assessment to make good any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths (3/4) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility with payment therefor to be made as set forth in this Section.

ARTICLE VII
Architectural Committee

7.1 Membership of Committee. The Architectural Committee shall consist of not more than two voting members, (“**Voting Members**”) and such additional nonvoting members serving in an advisory capacity (“**Advisory Members**”) as the Board deems appropriate. The following persons are hereby designated as the initial Voting Members of the Committee: Michael Perry and Tom Ponder.

7.2 Action by Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

7.3 Advisory Members. The Voting Members may from time to time designate Advisory Members.

7.4 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

7.5 Declarant’s Rights of Appointment.

(a) For so long as Declarant owns any portion of the Property, or until such earlier date as Declarant may elect, in Declarant’s sole discretion, Declarant shall have the sole and exclusive right to appoint and remove all of the members of the Architectural Committee.

(b) At such time as Declarant no longer owns any portion of the Property or, upon Declarant’s written notice to the Board that it no longer desires to exercise the right to appoint and remove members of the Architectural Committee as provided in subsection (a) above, then the members of the Architectural Committee shall be appointed by the Board.

7.6 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not at conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

7.7 Review of Proposed Construction. Whenever in this Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Section 9.9 below, prior to commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information as it deems proper, including

information it may require relating to the question whether any proposed Improvement upon a Lot or Dwelling would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval.

No Improvement shall be allowed on any Lot or Dwelling that is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Community. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

Consideration of location of wells, septic systems, destruction or removal of any trees and other vegetation and such other matters as may affect the environment and ecology of the Community shall be proper concerns of the Architectural Committee. Such matters shall be submitted, together with appropriate Plans and Specifications, for the prior approval of the Architectural Committee.

7.8 Actions of the Committee. The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designations, the vote of a majority of all of the members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.9 No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

7.10 Work in Progress. The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

7.11 Non-liability of Committee Members. Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Architectural Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Dwelling.

ARTICLE VIII
Funds and Assessments

8.1 Assessments.

(a) The Association may from time to time levy Assessments against each Lot or Dwelling in the Community whether or not improved. The level of Assessments shall be equal and uniform between all Lots or Dwellings, except for any special charges under Section 8.5 below. No Assessments hereunder shall be levied against Declarant or Declarant's Lots or Dwellings.

(b) The initial regular Assessment for each Lot or Dwelling, other than the Lots or Dwellings owned by the Declarant, will be determined by the Declarant.

(c) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

(d) Each unpaid Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the property against which the Assessment fell due, and shall become a vendor's lien against each such Lot and all Improvements thereon or Dwelling, as the case may be. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.2 Maintenance Account. The Board may establish an account into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject to the Subdivision Restrictions for maintenance or operation by the Association or otherwise for purposes authorized by this Declaration, as it may from time to time be amended.

8.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the Common Area Expenses to be incurred by the Association during such year in performing its functions under the Subdivision Restrictions, less any surplus from the prior year's Assessment. Assessments sufficient to pay such estimated Common Area Expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

8.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the

Association under the Subdivision Restrictions, including Sector Assessments for any particular Sector or Sectors. The amount of any special Assessments shall be at the sole discretion of the Board.

8.5 Special Charges. In addition to the regular and special Assessments, the Board may levy such special charges as it deems appropriate for the use by individual Members or guests of Members of any Association facilities. All special charges shall constitute a lien on the Lots or Dwellings assessed and such liens shall be enforced in the same manner and to the same extent as provided in this Article for regular and special Assessments.

8.6 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the property shall be obligated to pay interest at the rate of twelve percent per annum, but not to exceed the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including reasonable attorneys' fees.

8.7 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 8.6 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the property covered by such Assessment, which shall bind such property such property in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the Improvement of the property in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and, at the discretion of the Board, shall be Recorded. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request on any mortgagee holding a prior lien on any part of the Community, the Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than 30 days after the same are due.

8.8 Common Area. All Common Areas shall be exempt from the payment of any Assessments levied by the Association, regular or special.

8.9 Reimbursement of Taxes, Insurance and Common Area Expenses. Declarant intends to provide the initial funds necessary to purchase insurance policies associated with the Common Areas, if necessary, the funds required to pay any ad valorem taxes on the Common Areas after the Subdivision Plat is Recorded and the funds needed to operate and maintain the Common Areas ("Common Area Advances"), which Common Area Advances are loans or will be loaned to the Association by Declarant. The Common Area Advances will be prorated among all of the Lots in Sector One and each initial buyer will be required to pay the Lot's pro rata share of the cost of the Common Area Advances, as determined by the Declarant, until Declarant is fully reimbursed. Declarant's payment of expenses before the first closing of a Lot is not a waiver of its right not to pay any future expenses.

ARTICLE IX **Miscellaneous**

9.1 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and assigns, until December 31, 2040, unless amended as herein provided. After December 31, 2040, this Declaration, including all such covenants, conditions, and restrictions hereof, shall be automatically extended for successive periods of ten years unless an instrument signed by Owners entitled to cast at least 80% of the number of votes entitled to be cast pursuant to Section 5.3, has been Recorded, agreeing to amend said covenants, conditions and restrictions in whole or in part; provided that no such instrument shall be effective unless made and Recorded three years in advance of the effective date of such amendment, and unless written notice of the proposed amendment is sent to every Owner at least 90 days in advance of any action taken by the Owners.

9.2 Amendment.

(a) By Declarant. This Declaration may be amended by the Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been Recorded an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the board certifying that the Declarant had the requisite number of votes.

(b) By Owners. In addition to the methods in Section 9.1 and Section 9.2(a), this Declaration may be amended by the Recording of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 80% of the number of votes entitled to be cast pursuant to Section 5.3.

(c) No Amendment. Notwithstanding anything contained in this Section to the contrary, no amendment of the terms of Section 2.2, this Section 9.2, Section 9.3 or Section 9.9 shall be effective without the prior written consent of Declarant.

9.3 Utility Easements. Declarant reserves to itself, its successors and assigns, a perpetual easement for the installation of utilities and drainage facilities and the maintenance thereof, including sewer and other pipe-lines, conduits, wires and any public utility function, in, through, under, across and over (i) those portions of each Lot or Dwelling that are designated as "Utility Easements" on the Subdivision Plat or any other plat Recorded in connection with any Additional Property submitted to this Declaration pursuant to Section 2.2 above, (ii) an area ten feet in width, left, right and parallel to all side lot lines and 20 feet in width along the front property line of each Lot or Dwelling, and (iii) any areas reserved as Common Area. Declarant, for itself, its successors, assigns and licensees, including the Association, also reserves the right to install and operate electric, cable television, natural gas and telephone service, and appurtenances thereto; water mains and appurtenances thereto; culverts and drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Declarant, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said Lots or Dwellings. The Owner of any such Lot or Dwelling shall have no cause of action against Declarant, its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating and maintaining the above mentioned installations. It is further provided that in the event any Lots are merged or combined to form larger Lots as herein provided, the reservation of these easements shall automatically be relocated from the existing Lot line to the Lot line formed as a result of the merger or combination. The Declarant reserves the right to allow owners of property outside the Community to use the utility easements reserved herein by the Declarant to obtain utilities, which grant of easements by the Declarant shall be at the Declarant's sole discretion and under such terms and conditions as the Declarant deems appropriate. The easements retained herein and retained on any Recorded plat of all or any portion of the Property, including the Subdivision Plat, are fully assignable and alienable by the Declarant.

9.4 Reservation of Controlled Access Easement.

(a) Subject to the terms and conditions set forth in this Declaration, Declarant hereby grants to each Owner and Occupant a non-exclusive easement over and upon, and the right to use for pedestrian and vehicular travel and transportation purpose, any roads within the Common Areas, including and the entrance to the Property. Subject to the provisions of subparagraphs (b) and (c) below and the rights reserved by Declarant to take any action necessary in order to cause some or all of the roads within the Property to be dedicated and accepted as a public roadway as provided in subparagraph (c) below, the easement and right granted pursuant to this Section 9.4(a) shall be permanent and perpetual, are non-exclusive, are appurtenant to and shall pass and run with the title to each Lot or Dwelling. The Association shall assume and pay the costs of maintaining the roads and the entrance way to the property.

(b) Each Owner, by acceptance of a deed or other instrument conveying title to any Lot or Dwelling does hereby waive all rights of uncontrolled and unlimited access, ingress

to and egress from such Lot or Dwelling and acknowledges and agrees that (i) access and ingress to and egress from the Property may be controlled by, restricted and limited to exclude the general public therefrom, and (ii) access and ingress to and egress from such Owner's Lot or Dwelling shall be limited to the roads, sidewalks, walkways, paths, trails, and bicycle and jogging paths designated as Common Areas by the Declarant; provide that, subject to the terms and conditions of this Declaration, vehicular and pedestrian access to and from all Lots and Dwelling shall be provided to all Owners and their Occupants at all times.

(c) Declarant hereby establishes and reserves for itself, the Association and their respective successors and assigns, the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling, limiting and restricting vehicular and pedestrian access to and from the Property.

(d) Notwithstanding anything contained in this Declaration to the contrary, Declarant (i) does hereby establish and reserve the right, in its sole discretion, at any time and from time to time, to dedicate the roads within the Common Areas or the Property, or any portion thereof, as public roadways without the requirement of the approval or consent of any Owner, occupant or mortgagee under any Mortgage be obtained, and (ii) shall be and is hereby authorized and entitled to execute any and all agreements, documents, instruments, certificates and subdivision plats pursuant to which the roads within the Common Areas or the Property, or any portion thereof are conveyed or submitted as public roadways. Each Owner, by acceptance of a deed to a lot or Dwelling, and the holder of each Mortgage, by the acceptance of such Mortgage on any Lot or Dwelling, shall be deemed to and does hereby appoint Declarant as their respective agent and attorney in fact for the purpose of executing, signing, acknowledging, swearing to and recording, in the name of any such Owner or holder of a Mortgage and in their place and stead, any and all agreements, documents, instruments, certificates and subdivision plats pursuant to which the roads within the Common Areas or the Property, or any portion thereof are conveyed or submitted as public roadways. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest, which shall survive the death or dissolution of any Owner or holder of a Mortgage and be binding on all Owners and holders of Mortgages and their respective heirs, personal representatives, successors and assigns. The rights reserved by Declarant pursuant to this Section 9.4(d) may be assigned to the Association which, upon such assignment, shall have the same rights reserved herein to the Declarant.

9.5 Reservation of Environmental Easement. Declarant hereby establishes and reserves for itself, the Association, the Architectural Committee, each Sector ARC and their respective agents, employees, successors and assigns, a permanent and perpetual right and easement on, over, across and upon all Lots and all unimproved portions of any Dwellings for the purpose of taking any action necessary or appropriate to effect compliance with any watershed, soil erosion or environmental rules, regulations and procedures for time to time promulgated or instituted by any governmental authority or the Board, including the right to implement erosion control procedures and practices, the right to drain standing water, the right to establish wildlife and wildflower sanctuaries, and the right to take any other action that may be required by any governmental authority with respect to any Lot, Dwelling, the Common Areas. Except in the case of emergency situations or perceived emergency situations, the exercise of the

rights reserved in this Section 9.5 shall not unreasonably interfere with the use and occupancy of any residential dwelling unit that is part of a Dwelling.

9.6 Reservation of Easements With Respect to Common Areas.

(a) Declarant does hereby establish and reserve, for itself, the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all of the Common Areas for the purpose of (i) constructing Dwellings and other Improvements in and to any Lots and Dwellings, (ii) installing, maintaining, repairing and replacing any other Improvements to the Property or to the Common Areas and (iii) doing all other things reasonably necessary and proper in connection therewith; provided that in no event shall Declarant have any obligation to undertake any of the foregoing. In addition to the other rights and easements established and reserved herein and regardless of whether Declarant continues to own a Lot or Dwelling within the Property, Declarant hereby establishes and reserves for itself and its successors and assigns, a permanent and perpetual, non-exclusive easement to have access, ingress to and egress from the right and privilege to use and enjoy the Common Areas and all Improvements thereon for such purposes as Declarant deems appropriate; provided that Declarant shall not exercise such rights so as to unreasonably interfere with the rights of the Owners to use the Common Areas.

(b) Declarant does hereby establish and reserve unto itself and its successors and assigns the permanent right to change, modify and realign the boundaries of any of the Common Areas, and any Lots or Dwellings owned by Declarant. Declarant further reserves the right, but shall not have any obligation, to convey by quitclaim deed to the Association at any time and from time to time any portion of the Property or any Improvements thereto to be utilized as Common Areas.

9.7 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Community and of promoting and effectuating the fundamental concepts of the Community set forth in the Recitals of this Declaration. This Declaration shall be construed and governed under the laws of the State of Alabama.

9.9 Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting

the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.10 Assignment of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.11 Enforcement and Non-waiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of the Subdivision Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Non-waiver. The failure to enforce any provision of the Subdivision Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(c) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot, Dwelling or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

(d) Attorneys' Fees. In the event that any the Association, the Declarant or any Owner institutes any proceeding against any other party with respect to any controversy or matter arising out of this Declaration, the prevailing party shall be entitled to recover from the nonprevailing party such prevailing party's reasonable attorneys' fees and costs incurred in connection with any such proceeding.

9.12 Construction.

(a) Restrictions Severable. The provisions of the Subdivision Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

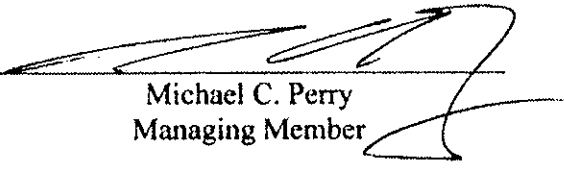
(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

(d) Including. The word "including", when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific statements, terms or matters that are set forth immediately following the word "including", but shall mean "including without limitation" the specific statements, terms or matters that are set forth immediately following the word "including."

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IN WITNESS WHEREOF, the Declarant has executed this Restated Declaration as of the date first written above.

DEERFOOT PW, LLC

By 
Michael C. Perry
Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael C. Perry, as Managing Member of DEERFOOT PW, LLC, an Alabama limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Managing Member and with full authority, executed the same voluntarily for and as the act of the limited liability company.

Given under my hand and official seal, this the 15th day of MARCH, 2006.

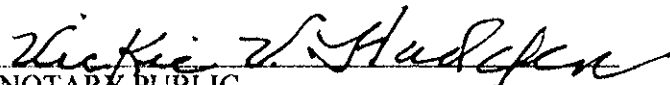

NOTARY PUBLIC
My commission expires: 2/8/09

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

PARCEL 3

That part of the Northeast quarter and Southeast quarters of Section 1, Township 16 South, Range 1 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the Southeast corner of Lot 2-A, Resurvey of Lots 1 & 2, Southern District of The Christian and Missionary Alliance and Deerfoot Community Church as recorded in Map Book 190, Page 94 in the Probate Office of Jefferson County, Alabama, also said point being on the southwest right of way line of Deerfoot Parkway and run in a southeasterly direction along said right of way line for a distance of 100.00 feet; thence turn an interior angle of 89 degrees 58 minutes 49 seconds left and run in a southwesterly direction for a distance of 53.40 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 300.00 feet, a central angle of 31 degrees 57 minutes 50 seconds and a chord length of 165.20 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 167.36 feet; thence continue southwesterly along the tangent extended from said curve for a distance of 44.87 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 200.00 feet, a central angle of 29 degrees 40 minutes 32 seconds and a chord length of 102.43 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 103.59 feet; thence continue southwesterly along the tangent extended from said curve for a distance of 77.29 feet; thence turn an interior angle of 269 degrees 26 minutes 03 seconds left and run in a southeasterly direction for a distance of 198.34 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds left and run in a Southwesterly direction for a distance of 368.37 feet; thence turn an interior angle of 224 degrees 21 minutes 41 seconds left and run in a Southwesterly direction for a distance of 460.57 feet; thence turn an interior angle of 197 degrees 16 minutes 23 seconds left and run in a Southeasterly direction for a distance of 303.66 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds left and run in a Southwesterly direction for a distance of 280.37 feet; thence turn an interior angle of 133 degrees 32 minutes 30 seconds left and run in a Northwesterly direction for a distance of 89.83 feet to a point on a curve to the right, said curve having a radius of 400.00 feet, a central angle of 28 degrees 18 minutes 38 seconds, an interior angle of 254 degrees 44 minutes 08 seconds to chord of said curve for a distance of 195.64 feet; thence run along arc of said curve in a Southwesterly direction for a distance of 197.65 feet; thence turn an interior angle of 253 degrees 44 minutes 21 seconds left from chord of said curve and run in a Southeasterly direction for a distance of 45.27 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 45 degrees 56 minutes 27 seconds, a chord distance of 175.62 feet; thence run along arc of said curve in a Southeasterly direction for a distance of 180.41 feet; thence run along a line radial to said curve in a Southwesterly direction for a distance of 208.11 feet; thence turn an interior angle of 204 degrees 05 minutes 41 seconds left and run in a Southerly direction for a distance of 463.77 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds left and run in a Westerly direction for a distance of 114.78 feet; thence turn an interior angle of 142 degrees 27 minutes 23 seconds left and run in a Northwesterly direction for a distance of 456.28 feet; thence turn an interior angle of 150 degrees 47 minutes 55 seconds left and run in a Northwesterly direction for a distance of 241.28 feet; thence turn an interior angle of 183 degrees 31 minutes 13 seconds left and run in a Northwesterly direction for a distance of 230.98 feet; thence turn an interior angle of 185 degrees 44 minutes 45 seconds left and

run in a Northwesterly direction for a distance of 479.73 feet; thence turn an interior angle of 129 degrees 30 minutes 09 seconds left and run in a northeasterly direction for a distance of 544.46 feet to the point of commencement of a non-tangent curve to the left with a radius of 1939.86, a central angle of 17 degrees 19 minutes 13 seconds and a chord length of 584.18 feet; thence turn an interior angle to chord of said curve of 188 degrees 41 minutes 36 seconds left to chord of said curve for a distance of 584.12 feet; thence run along arc of said curve in a Northeasterly direction for a distance of 586.35 feet; thence turn an interior angle from chord of said curve of 99 degrees 19 minutes 02 seconds left and run in an easterly direction for a distance of 689.42 feet; thence turn an interior angle 270 degrees 33 minutes 47 seconds left and run in a northerly direction for a distance of 194.99 feet to a point on the northern line of said Section; thence turn an interior angle of 89 degrees 29 minutes 14 seconds left and run in an easterly direction along the northern line of said Section for a distance of 670.17 feet to the Northwest corner of said Lot 2-A; thence turn an interior angle of 117 degrees 22 minutes 27 seconds left and run in a southeasterly direction along the west line of said Lot 2-A for a distance of 150.12 feet to the Southwest corner of said Lot 2-A; thence turn an interior angle of 255 degrees 19 minutes 27 seconds left and run in a northeasterly direction along the south line of said Lot 2-A for a distance of 250.02 feet to the POINT OF BEGINNING. Said parcel contains 2,393,985 square feet or 54.96 acres more or less.

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03/08/2006 03:27:31 PM REST
Fee -- \$77.00
Total of Fees and Taxes--\$77.00
LINDA