

STATE OF ALABAMA)
JEFFERSON COUNTY)

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS FOR
THE CROSSINGS AT DEERFOOT SUBDIVISION**

Deerfoot PW, LLC, an Alabama limited liability company ("**Declarant**") filed an Amended and Restated Declaration of Easements and Master Covenants and Restrictions for the Crossings at Deerfoot Subdivision, recorded in the Probate Office of Jefferson County, Alabama, on March 8, 2006, in book LR200604, page 23885, as instrument #20060308000076960 ("**Declaration**"). Later Declarant divested itself from any ownership of remaining property in any phases of The Crossings at Deerfoot Subdivision and assigned his rights to the developer.

The undersigned **The Crossings at Deerfoot Owners Association, Inc.**, an Alabama not-for-profit corporation ("**Association**"), is homeowners association for the subdivision.

The undersigned **Eastern Valley, LLC**, an Alabama limited liability company ("**Developer**"), was the developer of lots 1-18, according to the map of Crossing at Deerfoot Phase 4, recorded in book 248, page 49, as instrument number 2018100025 in the Probate Office of Jefferson County, Alabama, and Lots 19-30, according to the Final Plat of Crossing at Deerfoot Phase 4 Sector 2, recorded in book 260, page 28, as instrument number 2022124899 in the Probate Office of Jefferson County, Alabama ("**Phase 4**"), which also constitute **Additional Property**.

The Association and Developer desire to submit all the Additional Property to the Declaration pursuant to Article II of the Declaration.

Therefore, Association, and Developer declare that the Additional Property is and shall be subject to the terms and conditions of the Declaration except as follows:

1. **Property.** The legal description of the property subject to the Declaration, wherever it shall appear, is hereby amended to include the Additional Property, described in Exhibit B, in addition to the original Property described in the Declaration and the additional property added in the First Supplemental Declaration of Covenants got the Crossings at Deerfoot Subdivision.
2. **Owners Association.** The Additional Property shall be subject to, and its Owners shall become Members of the Association, according to the terms of Article V of the Declaration and the Association's Articles of Incorporation and Bylaws, as amended.
3. **General Restrictions.** All of the General Restrictions specified in Article III of the Declaration shall apply to all Additional Property submitted hereby.
4. **Building materials.** A single-family dwelling may be faced with less than 60% brick, stone, or stucco upon approval by the Architectural Committee. Furthermore, the Architectural Committee may approve any building materials as long as such materials are, at the discretion of the Architectural Committee, consistent with the character and standards of the Community.
5. **Rental.** The rental restriction stated in Section 4.5 shall not apply to any Lot or Dwelling owned by the Developer. However, for any lot or dwelling rented, Association dues and assessments are due as if the lot had been conveyed to a third-party purchaser. Upon Developer's conveyance of a Lot or Dwelling to a third-party purchaser, Section 4.5 shall resume full force and effect as to that Lot or Dwelling.

6. **Architectural Committee.** Developer shall retain the right to appoint one Voting Member of the Architectural Committee as long as it owns a Lot or Dwelling.

7. **Lighting.** All Dwellings constructed on Phase 4 or Phase 4 Sector 2 Lots shall have installed and thereafter maintain in good working condition exterior uplighting in a manner approved by the Architectural Committee. Exterior up lights shall remain on at the times prescribed from time to time by the Architectural Committee.

8. **Reimbursement of Common Area Advances.** The Additional Property shall participate, pro rata with all Lots in the Property and Additional Property, in repayment of the Common Area Advances, except that initial buyers shall not be required to pay upon purchase. Neither shall the Association specially assess the Owners for purposes of repayment. Instead, repayment shall be made to Declarant from surplus assessments collected by the Association in the ordinary course of business.

Association, and Developer declare that the provisions of the Declaration, as amended hereby, shall run with the land, be binding upon, and inure to the benefit of the Additional Property and all parties having or acquiring any right, title, or interest in and to the Additional Property or any part thereof, and their successors in interest.

Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

In witness whereof, Association, and Developer, have executed this Second Supplemental Declaration as of May ___, 2024.

[Signature pages to follow.]

The Crossings at Deerfoot Owners Association, Inc.

Shane Walte

By:

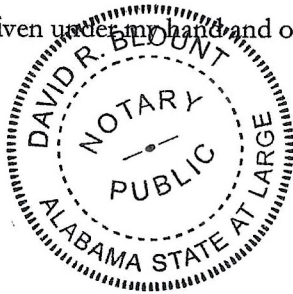
Its: President

State of Alabama)

County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shane Walte, as President of THE CROSSINGS AT DEERFOOT OWNERS ASSOCIATION, INC., an Alabama not-for-profit corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such President and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal, this the 4th day of February, 2024.



David R. Blount
NOTARY PUBLIC
My commission expires: 3-15-2026

Eastern Valley, LLC

By: KF Manager, LLC, Manager

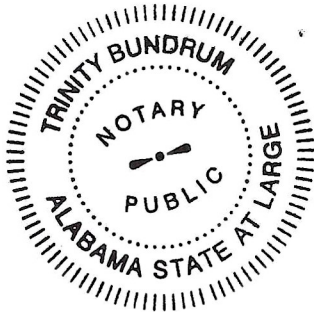


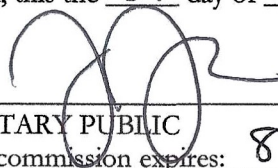
By: Charles G. Kessler, Jr., Manager

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles G. Kessler, Jr., as Manager of KF MANAGER, LLC, an Alabama limited liability company, Manager of EASTERN VALLEY, 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 Manager 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 31 day of Aug, 2024.





NOTARY PUBLIC

My commission expires: 8/2031

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Parcels of land situated in the Northeast one-quarter of Section 1, Township 16 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

Lots 1-18, according to the map of Crossing at Deerfoot Phase 4, recorded in book 248, page 49, as instrument number 2018100025 in the Probate Office of Jefferson County, Alabama

Lots 19-30 according to the Final Plat of Crossing at Deerfoot Phase 4 Sector 2, recorded in book 260, page 28, as instrument number 2022124899 in the Probate Office of Jefferson County, Alabama.



Judge Sherri C. Friday and
Judge Jameria Johnson Moore
Judge of Probate
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
(205) 325-5300

CUSTOMER INFORMATION

CROSSINGS AT DEERFOOT HOA

TRANSACTION INFORMATION

Transaction #: 11363550
Receipt #: 1712729
Cashier Date: 09/16/2026
Print Date: 09/16/2026
Cashier By: NICOLE

Source Code: Over the Counter
Return Code: Over the Counter
Comments:

REST. COVENANT/RELEASE OF Instrument.: 2026085769**From:** DEERFOOT PW LLC**To:**

RECORDING FEE	\$17.00
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ARCHIVAL FEE	\$11.00
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Document Total:	\$28.00
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PAYMENT: CREIT CARD EMF	03797A	AMOUNT:	\$28.00	Credit Card Fee:	\$0.98
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Void / Revised Reason:

Credit Card Amount	\$0.00	Credit Card Fee	\$0.98
Signature		Authorization	03797A

Total Payments:	\$ 28.00	Total Fees:	\$ 28.00	Shortage:	\$ 0.00
Overage:	\$ 0.00	Total Change Returned:	\$ 0.00		