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Bk: LR201514 Pg:28948
Jefferson County, Alabama
 I certify this instrument filed on:
 08/18/2015 10:08:03 AM REST
 Judge of Probate- Alan L. King

STATE OF ALABAMA)
 JEFFERSON COUNTY)

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

The undersigned **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**").

The undersigned **The Crossings at Deerfoot Owners Association, Inc.**, an Alabama not-for-profit corporation ("**Association**"), is owner of Lot 21, according to the Amended Map Crossing at Deerfoot Phase 2, recorded in book 241, page 61, in the Probate Office of Jefferson County, Alabama ("**Phase 2**"), which constitutes **Additional Property**, as defined by the Declaration.

The undersigned **Eastern Valley, LLC**, an Alabama limited liability company ("**Developer**"), is the owner of Lots 1, 2, 7, 8, 9, 11, 13, 14, 15, 16, 19, and 20, according to the Amended Map Crossing at Deerfoot Phase 2, recorded in book 241, page 61, in the Probate Office of Jefferson County, Alabama, and Lots 1, 2, 3, 4, 6, 7, 9, and 11, according to the Amended Map Crossing at Deerfoot Phase 3, recorded in book 241, page 62, in the Probate Office of Jefferson County, Alabama ("**Phase 3**"), which also constitute **Additional Property**.

The undersigned **David Acton Building Corporation**, an Alabama corporation ("**Acton**"), is the owner of Lots 3, 4, 5, 6, 10, 12, 17, and 18, according to the Amended Map Crossing at Deerfoot Phase 2, recorded in book 241, page 61, in the Probate Office of Jefferson County, Alabama, and Lots 5, 8, and 10, according to the Amended Map Crossing at Deerfoot Phase 3, recorded in book 241, page 62, in the Probate Office of Jefferson County, Alabama, which also constitute **Additional Property**.

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

Therefore, Declarant, Association, Developer, and Acton 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 A, in addition to the original Property described in the Declaration.
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, in 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 Developer; provided, however, that if Developer constructs a Dwelling on a Lot and rents the same, its

privilege under Section 8.1 of the Declaration shall be waived for the term of the lease only, and Developer shall owe Assessments prorated for that period. 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. **Private Road.** Deerfoot Court shall be for use as permanent ingress and egress for all Lot Owners in Phase 3 and the Owners of Lots 15, 17, and 18 in Phase 2. No Owner shall block said road or impede the use thereof by any other Owner or other party to whom Declarant has granted a right of ingress and egress. Deerfoot Court shall remain a private road and shall be permanently maintained by the Association with all maintenance costs, including but not limited to maintenance of the entrance gate, columns, and walls, specially assessed as Limited Common Area to the Lots fronting on Deerfoot Court, namely all Lots in Phase 3 and Lots 15, 17, and 18 in Phase 2, under Section 8.4 of the Declaration.

8. **Lighting.** All Dwellings constructed on Phase 2 or Phase 3 Lots shall have installed and thereafter maintain in good working condition exterior uplighting in a manner approved by the Architectural Committee. Exterior uplights shall remain on at the times prescribed from time to time by the Architectural Committee.

9. **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.

10. **Declarant Rights.** For so long as Developer owns a Lot or Dwelling, Declarant hereby assigns to the Developer all of Declarant's privileges, exemptions, rights, and duties under Sections 5.3(b), 7.5, and 8.1 and Article 9 of the Declaration; provided, however, where the context of Declarant's rights apply to rights in or on real property, the rights assigned to the Developer shall include only property owned by Developer.

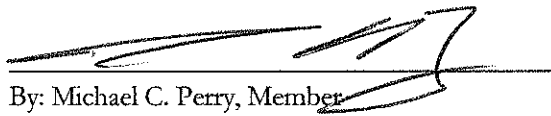
Declarant, Association, Developer, and Acton declare that the provisions of the Declaration, as amended hereby, shall run with the land, be binding upon, and inure to the benefit of the Additional Property and all parties having or acquiring any right, title, or interest in and to the Additional Property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

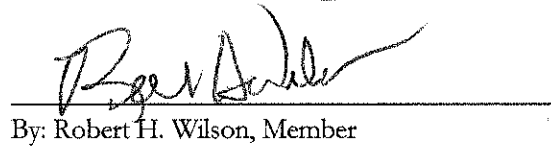
Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

In witness whereof, Declarant, Association, Developer, and Acton have executed this Supplemental Declaration as of August 16, 2015.

[Signature pages to follow.]

Deerfoot PW, LLC


By: Michael C. Perry, Member


By: Robert H. Wilson, 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 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 Member and with full authority, executed the same voluntarily for and as the act of the limited liability company.

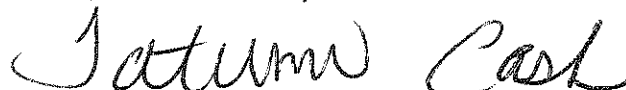
Given under my hand and official seal, this the 10 day of AUGUST, 2015.


NOTARY PUBLIC
My commission expires: October 25, 2015

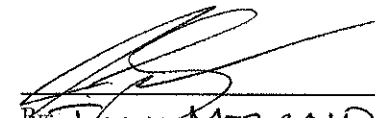
State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert H. Wilson, as 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 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 10 day of AUGUST, 2015.


NOTARY PUBLIC
My commission expires: October 25, 2015

The Crossings at Deerfoot Owners Association, Inc.


By: Jimmy Mezrano
Its: President

State of Alabama)
County of Sherborn)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jimmy Mezrano, 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.

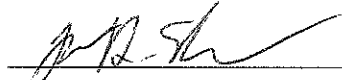
Given under my hand and official seal, this the 7th day of Aug, 2015.



NOTARY PUBLIC
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 9, 2016

Eastern Valley, LLC

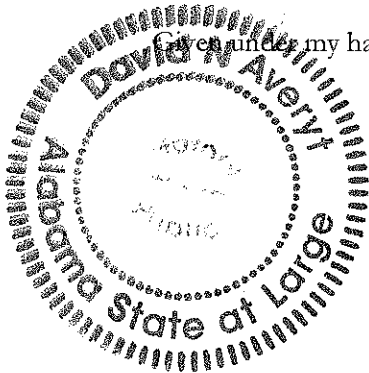
By: KF Manager, LLC, Manager



By: Jason D. Kessler, Manager

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jason D. Kessler, 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 4 day of August, 2015.



NOTARY PUBLIC
My commission expires: 3/6/19

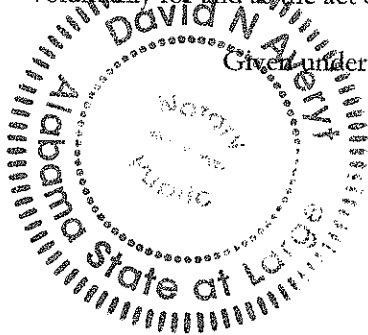
David Acton Building Corporation

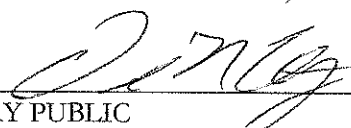

By: Jordan Hufstetler
Its Vice President

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jordan Hufstetler, as Vice President of DAVID ACTON BUILDING CORPORATION, an Alabama corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer 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 10 day of August, 2015.




NOTARY PUBLIC

My commission expires: 3/6/17

EXHIBIT A

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:

The Amended Map Crossing at Deerfoot, Phase 2, as recorded at Map Book 241, Page 61, in the Probate Office of Jefferson County, Alabama.

The Amended Map Crossing at Deerfoot, Phase 3, as recorded at Map Book 241, Page 62, in the Probate Office of Jefferson County, Alabama.

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Fee - \$34.00

Total of Fees and Taxes-\$34.00
CTHORNTON