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STATE OF ALABAMA
COUNTY OF LIMESTONE

RPY 2008 57823
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Michael L. Davis
Judge of Probate
Limestone County, AL

RESTRICTIVE COVENANTS FOR BROWN'S CROSSING

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

WITNESSETH

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

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

NOW THEREFORE, Declarants hereby declare that the real property described on Exhibit "A" less and except Tracts 1 and 2 attached hereto including the improvements constructed or to be constructed thereon and any additional property subject to this Declaration by Supplemental Declaration, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representative, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

RLPY 2008 57824

Definitions

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

ARTICLE II

Property Subject To This Declaration

Section 1. Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit "A" less and except Tracts 1 and 2, attached hereto and by reference made a part hereof.

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

ARTICLE III

Use Restrictions and Rules

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

Section 2. Residential Use. All lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time except with the written approval of the ACC. Leasing of a Lot shall not be considered a business or business activity. However, the ACC may permit a Lot to be used for business purposes so long as such business, in the sole discretion of the ACC, does not otherwise violate the provisions of the Declaration

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

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

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

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

shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen-wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the ACC. All single-family detached residences shall contain a garage; carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage.

Section 5. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the use restrictions of the subdivision. The lease shall also obligate the tenant to comply with the foregoing.

Section 6. Occupants Bound. All provisions of the restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall, at all times whenever they are outside, be on a leash or otherwise confined. No household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated or vaccinated as required by law.

Section 8. Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might

disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. There shall not be maintained any plants, animals, device or thing of any sort, including but not limited to any hazardous material, whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

Section 9. Unsightly or Unkempt Conditions. Hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

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

In the event that the ACC fails to approve or to disapprove properly submitted building plans and specifications within thirty (30) days after the plans and specifications have been submitted to and an acknowledged receipt given by the ACC to the owner, then approval will not be required, and the requirements of this Section will be deemed to have been fully satisfied. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the ACC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The ACC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the ACC or its representative shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry.

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

Section 11. Antennas. No exterior antennas, receivers or similar devices of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ACC. No free standing antennas whatsoever shall be placed on any Lot including, without limitation, satellite dishes. The Board or its designee may approve the installation of radio antennas which are not in excess of three (3) feet in diameter and do not protrude above the roofline of the residence located on the Lot at its highest point and are not visible from the street in front or at either side of the Lot. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and

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

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

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

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

Section 15. Clotheslines, Garbage Cans, Woodpiles, etc. No exterior clotheslines or similar devices shall be placed or permitted on any lot. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow Developers and Builders within the Community to bury rocks and trees removed from a building site on such building site. Trash, garbage, debris, or other waste matter of any kind may not be burned or incinerated within the Community except during any approved construction.

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

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

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

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

Section 19. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

Insurance and Casualty Losses

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

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

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

ARTICLE VIII

Easements

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent Lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner or tenant.

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

ARTICLE IX

General Provisions

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

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

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

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Lots subject to this Declaration; provided, however any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

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

Section 4. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 6. Captions. The captions of Each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 7. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, use restrictions, rules and regulations, design guidelines, and any amendments thereto, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and each builder's or developer's development, construction, and sales activities related to property described on Exhibit "A" less and except Tracts 1 and 2 to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, office, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices and may also use recreational facilities available for use by the Community as a sales office without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent so long as the Declarant owns any property in the Community, or subject to annexation to the Community, primarily for development and/or sale.

EXHIBIT "B"

Definitions

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

- (a) "Certificate of Occupancy" shall mean any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of a Residence.
- (b) "Community" shall mean and refer to that certain real property and interests therein described in Exhibit "A", attached hereto, and such additions thereto of other real property as may be made by the Association by Supplementary Declaration.
- (c) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such determination, however, must be consistent with the Community-Wide Standard Originally established by the Declarant.
- (d) "Declarant" shall mean and refer to Monrovia Realty, LLC, Brown's Crossing, LLC, and Brown & Meers Homes, LLC and their successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit "A", attached hereto, and provided further, in the instruments of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit "A" attached hereto, which is now or hereafter subjected to the Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one point in time.
- (e) "Declaration" shall mean the Declaration of Protective Covenants for Brown's Crossing Subdivision, as such document may be amended.
- (f) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- (g) "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (h) "Mortgages" shall mean the holder of a Mortgage.

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

(j) "Owner" shall mean the record owner, whether one (1) or more Persons, of the fee simple title to any real property located within the Community, including contract sellers, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation and excluding contract purchasers.

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

(l) "Residence" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. For example, each single family detached home shall constitute a Residence; each condominium unit in a condominium development shall constitute a residence; each Apartment Unit in an Apartment Complex shall constitute a Residence; and each townhome or cluster home unit in an attached or semi-attached housing development shall constitute a Residence. The foregoing examples are set out by way of illustration and not in limitation of the term "Residence". Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence on the earliest date of the happening of any of the following events: (1) when a Certificate of Occupancy is issued by the proper governing authority; (2) in the case of a subdivision the expiration of two years from the date the subdivision is accepted for maintenance by the proper governing authority, (unless made earlier by contract with owner).

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

Recording Fee	55.00
TOTAL	55.00

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

MONROVIA REALTY, LLC

BY: Beverly Brown
ITS: MEMBER

BROWN'S CROSSING, LLC

BY: T. J. MEERS
ITS: MEMBER

BY: Terry McDonald
ITS: MEMBER

BROWN & MEERS HOMES, LLC

BY: T. J. MEERS
ITS: MEMBER

STATE OF ALABAMA
COUNTY OF MADISON

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

This the 25 day of September, 2008.

Walter Mason
NOTARY PUBLIC

My commission expires: 10-09-11



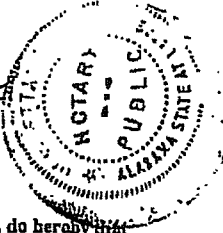
STATE OF ALABAMA
COUNTY OF MADISON

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

This the 25 day of September, 2008.


NOTARY PUBLIC


My commission expires: 10-09-11



STATE OF ALABAMA
COUNTY OF MADISON

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

This the 25 day of September, 2008.


NOTARY PUBLIC

My commission expires: 10-09-11



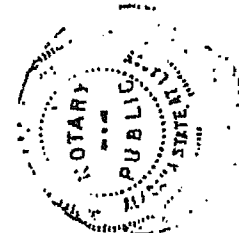
STATE OF ALABAMA
COUNTY OF MADISON

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

This the 25 day of September, 2008.


NOTARY PUBLIC

My commission expires: 10-09-11



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