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OF
BRANNONS CROSSING HOME OWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BRANNONS CROSSING HOME OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this 27th day of September, 2007, by the Members of Brannons Crossing Home Owners Association, Inc, hereinafter referred to collectively, as "Members";

WHEREAS, Members, are the owners of certain lots of real property in Houston County, Alabama which is more particularly described in Exhibit "A" (hereinafter referred to as the "members property" or "property") attached hereto and incorporated herein by reference and;

WHEREAS, Members have caused the Brannons Crossing Home Owners Association, Inc. to be formed as a home owners association for the purpose of providing a nonprofit corporation to represent Owners of specific lots within Brannons Crossing Subdivision, a plat of which is recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 10, page 74. The specific lots hereinafter referred to in Exhibit "A" are hereby made the subject of this Declaration, to enforce these covenants and to coordinate an Owners association which has been formed in connection with the aforesaid described property;

WHEREAS, the Members desire to establish and enforce uniform standards for quality and to provide for the effective preservation of the appearance, value and amenities of the property, which establishment, enforcement and preservation shall benefit all Owners of the property and, to that end, desire to subject said property to the protective covenants, conditions and restrictions herein contained, all of which are for the benefit of said property and the Owners thereof; and

NOW, THEREFORE, Members hereby declare that all of the property, described in Exhibits "A" and "B" (hereinafter sometimes referred to as "properties") attached hereto and incorporated herein by reference shall be held, sold and conveyed or encumbered, used, occupied and improved, subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall hereinafter run with, the real property and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The restrictions contained herein shall not apply to or affect

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hereinafter be added by subsequent amendment to this Declaration or which is owned or acquired by the association.

Section 22. "Protective Covenants" shall mean all of the Covenants, Conditions and Restrictions contained in this entire Declaration, together with any amendments thereto.

Section 23. "Residence" shall mean a single family unit. Each single family detached home shall constitute a residence. Residence shall include all portions of the land owned as well as any structure thereon, as described above.

Section 23. "Single Family Unit" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

Section 24. "Special Assessments" shall mean assessments by the Association which may be levied from time to time to cover unbudgeted expenses or expenses in excess of those budgeted and as more fully described in the Declaration.

Section 25. "Subdivision Map" shall mean a recorded map or plat covering any or all of the property referred to in this Declaration, and any amendments or supplements thereof, which may be recorded in the Office of the Judge of Probate of Houston County, Alabama.

Section 26. "Supplementary Declaration" shall mean an amendment to the Declaration including any amendment subjecting additional property to the Declaration.

ARTICLE II

EASEMENTS

Section 1. Easements and Use Agreements. Easements, Restrictions, Covenants, and Conditions which shall run with the real property and be binding on all parties having any right, title or interest in the above described property, or in any part thereof, their heirs, successors and assigns are hereby created as follows:

(a) Easements to be Dedicated by Plat or Survey. Easements across the common area for access, parking, water, gas, telephone, electricity, sewer or other utilities, and drainage will be dedicated to the utility companies, municipality, county or other supervisory jurisdiction as from time to time may be necessary, all as set out in said plat or survey.

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(b) Additional Agreements. This Declaration is further made subject to any other easements or agreements that may be required by any other governmental agency having supervisory authority over subject property.

(c) Additional Covenants and Easements. The Members may subject any portion of the property submitted to this Declaration initially or by supplementary Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a supplementary Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the Owners of such property.

(d) Owner's Easements of Enjoyment. Every Owner of a lot shall have a right of use and enjoyment in and to the common areas which said right of use and enjoyment shall be appurtenant to and shall pass with the title for every lot subject to the following provisions:

1. The right of the Association from time to time to make and amend reasonable regulations concerning the use of the common areas of the property in accordance with the provisions therefore in the Articles of Incorporation and Bylaws. Copies of all such regulations and amendments shall be furnished by the Association to all Members upon request;

2. The right of the Association to charge reasonable admission and other fees for the use and enjoyment of any recreational facility now or hereafter situated upon the common area;

3. The right of the Association to suspend the voting rights and right to use and enjoyment of the recreational facilities on any common area by any Owner for any period during which any assessment against said Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for infraction of any published rules and regulations the Association may formulate;

4. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Members agreeing to such dedication or transfer has been recorded.

(e) Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of use and enjoyment to the common areas and facilities to the members of his family, his family guests, lessees, or

contract purchasers who reside on the property of the Owner.

(f) Indemnity for Damages. Each and every Owner and future Owner, in accepting Membership within the Association and provisions of this Declaration or a deed or contract for any lot which became subject to this declaration, agrees to indemnify the Association and every member, his, her, its heirs, assigns and successors for any damage caused by such Owner, or the contractor, agent or employees or such Owner, to roads, streets, any walkways or other aspects of the common areas including all surfacing thereon or to water, a drainage or a storm sewer lines or sanitary sewer lines.

Section 2. Easement for Emergency. Authorized agents of the Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each lot, for emergency, security, and safety reasons. Except in emergencies, entry onto a lot shall be only during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but does not authorize entry into any dwelling without permission of the Owner.

Section 3. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each lot to (a) perform its maintenance responsibilities under Article VIII, and (b) make inspections to ensure compliance with this Declaration, any Supplementary Declaration, Bylaws, and any rules or regulations. Except in emergencies, entry onto a lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owner's property, and any damage shall be repaired by the Association at its expense. This easement does not authorize entry into any dwelling without permission of the Owner.

The Association also may enter a lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws, or any properly adopted rules of the Association. All costs incurred, including reasonable attorneys' fees, shall be assessed against the violator as a Specific Assessment.

ARTICLE III**ADDITIONAL DOCUMENTS**

All Owners shall be and are required to execute such other documents as are necessary or convenient to effectuate the intent of the Declaration with respect to all easements which may be created pursuant to this Declaration.

ARTICLE IV**ARCHITECTURAL CONTROL**

Section 1. The general architectural objective of the Association is to maintain residences constructed of traditional styles, and within architectural guidelines to be formulated by an architectural committee. The guidelines of the architectural committee will be designed to maintain the appearance of the entire development and maintain the value and integrity of the property within the development. The guidelines shall be those of the association and the architectural committee shall have full authority to prepare and amend the same. The guidelines shall be made available to Owner's upon request.

Section 2. Method of Architectural Control. So as to maintain the above architectural criteria, no improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer drain, disposal system, decorative building, landscaping, landscape device or object shall be commenced, erected, placed or maintained upon a lot, nor shall any addition, change or alteration therein, thereof or thereto be made, unless and until the plans and specifications, showing the color, nature, kind, shape, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. All plans and specifications must meet the written guidelines formulated by the Architectural Committee and shall be evaluated as to, among other things, the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Architectural Committee Membership. The Architectural Committee shall consist of three (3) members, none of which shall be required to be an Owner, or to meet any other particular requirements. The term of the members of the architectural committee shall be at the discretion of Board.

Section 4. Release. Neither the Architectural Committee nor any member thereof shall be liable to any Owner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any

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action, motion, certificate, petition or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

Section 5. Powers and Duties: The Architectural Committee shall have the following powers and duties:

- (a) To formulate guidelines consistent with the architectural objective as hereinabove stated.
- (b) To form committees, to regulate and be responsible for the control of any construction and modification.
- (c) To require submission to the Architectural Committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any home, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer, drain disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any lot. Such plans and specifications shall be in such form and contain such information as may be reasonably required by the Architectural Committee and shall include but not necessarily be limited to:
 1. An accurately drawn and dimensional plot plan showing all set backs, easements, drives and walks.
 2. Floor plan and exterior elevations of the single family residence.
 3. All plans must include a specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, and of materials with which the Architectural Committee is unfamiliar.
 4. The name and address of the lot Owner's general contractor who will construct the addition or any other improvements to the lot.
 5. The Architectural Committee may also require such additional information as reasonably may be necessary for the Architectural Committee to evaluate completely the proposed structure or improvement or general contractor in accordance with this Declaration. All information submitted to the Architectural Committee shall be deemed a submission without violation of patent, copyright or trademark rights.

(d) The Architectural Committee shall approve or disapprove the submitted plans and specifications for any proposed improvement, alteration or modification for a residence or structure as hereinabove described prior to commencement of construction of such improvement, alteration or modification, or structure within thirty (30) days of submission of the documentation required herein. Partial submissions shall not be permitted. In the event the Architectural Committee shall fail, for a period of thirty (30) days from the date of receipt of such submission to approve or disapprove any plans or specifications submitted to it for approval or the general contractor, the same shall be deemed to have been approved. The approval by the Architectural Committee of plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any other features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Architectural Committee or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Architectural Committee or the lot Owner engages a general contractor other than the approved general contractor, then the Owner shall, upon and in accordance with a demand by the Architectural Committee, cause the property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as adopted by the Architectural Committee or engage another approved general contractor, and shall bear all costs and reasonable attorneys' fees of the Architectural Committee. Notwithstanding the aforesaid, after the expiration of one (1) year from the date of final completion of any such improvement, alteration or modification or structure, such improvement or structure shall be deemed to comply with all of the provisions hereto unless prior to the expiration of said one (1) year either notice to the contrary shall have been recorded in the Office of the Judge of Probate of Houston County, Alabama or written notification shall have been forwarded to the Owner by the Association. Any agent or member of the Architectural Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Architectural Committee which is under construction or owned or in which the agent or member may believe that a violation of these protective covenants is occurring or has occurred. Prior to the use or occupancy of any improvement, alteration or modification on any lot, the Owner thereof shall apply for a certificate from the Architectural Committee that the construction thereof has been completed.

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in accordance with the plans and specifications approved by the Architectural Committee. In the event that the Architectural Committee shall fail, for a period of ten (10) days from the date of receipt of such application, to give or deny such certification, the same shall be deemed to have been given. The Architectural Committee may from time to time, designate to a person or persons the right to approve or disapprove plans or specifications and to issue such certification.

(e) To adopt fees which shall be designed to reimburse the Architectural Committee for the necessary and reasonable costs incurred by it in processing requests for Architectural Committee approval of any matters under its jurisdiction. Such fees, if any, should be payable to the Architectural Committee, in cash, at the time that any application for approval is sought from the Architectural Committee.

(f) The Architectural Committee may enforce the provisions of this Declaration regarding Architectural Control, any guidelines formulated by the Architectural Committee or other regulations pertaining to Architectural Control by initiation of an action for damages and/or injunctive relief and/or specific performance, by way of example but not limitation, and in the event an action at law or in equity is brought or initiated by the Architectural Committee, the Architectural Committee shall be entitled to recover a reasonable attorneys' fee in addition to any other relief which may be awarded as a result of such action.

(g) Neither the Architectural Committee nor any architect or agent thereof shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(h) The initial Architectural Committee shall be composed of Jay Wren, Holly Taylor and Carl Smith.

(i) Amendment. This Article may not be amended without written consent of 67% of the Members.

ARTICLE V

GENERAL RESTRICTIONS

The Board of Directors is hereby empowered to promulgate and enforce a general standard of behavior and use of properties within Brannons Crossing Subdivision. Therefore, the Board of Directors is hereinafter empowered to enforce the following general restrictions as set forth in the policy for enforcement herein.

Section 1. Residential Use. All lots shall be used for single family residential purposes exclusively.

No lot shall be subdivided without the consent of two-thirds (2/3rds) Membership and/or the Architectural Control Committee. No structure, except as otherwise provide, shall be erected, altered, placed or permitted on any residential building lot other than one detached single family residence not to exceed two (2) stories. No more than one outbuilding not to exceed 1,200 square feet, may be placed on a Lot; provide however, that same shall be made of natural materials and blended with the exterior materials of the Dwelling and provided further that the written approval of the Architectural Control Committee shall be required prior to construction or installation thereof.

No business or business activity shall be carried on in or upon any residence at any time except with the written approval of the board. Leasing of a residence shall not be considered a business or business activity. However, the board may require a prior board approval of any residential leases. Furthermore, the board may permit residences to be used for business purposes so long as such business, in the sole discretion of the board, does not otherwise violate the provisions of the Declaration or Bylaws, and does not create a disturbance. The board may issue rulings regarding permitted business activities. Prohibited uses include, but are not limited to:

(a) Dangerous, noxious, offensive, illegal or excessively noisome activities which may be or become an annoyance or nuisance to Owners in the subdivision; and

(b) Raising, breeding, or keeping of any animals, livestock or poultry of an description; provided that an Owner shall be permitted to keep not more than two dogs and/or cats as domestic pets on a single Lot that no household pet may be kept on any lot for breeding or common purposes; and

(c) Exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas;

(d) Use of a dwelling house by more than a single family unit.

Any Owner may request from the Architectural Committee at any time a determination of whether a prospective use of a lot is permitted. A certificate to that effect signed by a majority of the Architectural Committee shall be deemed to be dispositive of the issue.

Section 2. Exterior Lighting. All additions or modifications to exterior lighting shall be subject to the review of the Architectural Committee.

Section 3. Utilities. To the extent of interest of the Owner of a lot, the Owner of a lot will not erect or

grant to any person, firm or corporation the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate without the prior written consent of the Architectural Committee. All additional electrical and telecommunication lines located upon any lot and property subject to this declaration shall be installed and maintained underground.

Section 4. Maintenance. All structures, landscaping and other improvements upon individual lots shall be continuously maintained by the owner thereof so as to preserve a well kept appearance, especially along the perimeters of any lot, including a vacant lot. Lots must be kept neat, clean, orderly, free of debris and litter, mowed, and/or trimmed.

Section 5. Accumulation of Refuse. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property) refuse or trash shall be kept, stored, or allowed to accumulate on any part of the properties except building materials during the course of additional construction or remodeling of any structure. Builders must provide dumpsters on the property during any remodeling period. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the lot to provide access to persons making such pickup. Garbage containers shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Committee as not to be visible from any road or from adjacent and surrounding property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or except as specifically approved by the Architectural Committee.

Section 6. Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a lot and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of a lot including undeveloped lot. Owners will be required to keep lots safe, neat, clean, orderly, free of debris and litter, mowed and/or trimmed.

Section 7. Tree Removal. No trees exceeding twelve (12") in diameter shall be removed without the expressed consent of the Architectural Committee, except for (a) diseased or dead trees; (b) trees needing to

be removed to promote the growth of other trees; (c) trees needing to be removed for safety reasons; or (d) trees in the immediate location of a building approved by the Architectural Committee.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main residential structure and approved by the Architectural Committee.

Section 9. Fences and Hedges. No additional chain link fence will be allowed on the front of any lot. A wooden or wire fence or privacy screening may be used at the rear or side of a lot, provided that material for such fence and the location thereof is approved in advance by the Architectural Committee as provided in this Declaration.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any lot except the sign which is approved by the Architectural Committee as the uniform sign for use within the properties.

Section 11. Satellite Dishes. No additional satellite dishes will be allowed on any lot without the prior written approval of the Architectural Committee.

Section 12. Solar Collectors. No solar collectors shall be permitted without the prior written consent of the Architectural Committee and when allowed, shall be installed so as not to be visible from any street.

Section 13. Recreational vehicles. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours unless housed in a carport or garage, or otherwise screened so that it cannot be seen from the street or from adjacent and surrounding property.

Section 14. Commercial Trucks. No commercial truck, vehicle, or equipment shall be permitted to be parked or to be stored in open view on any place of any lot. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup and delivery.

Section 15. Remedies for Vehicle and Recreational Equipment Violations. Any such vehicle or recreational vehicle parked in violation of these or other regulations contained herein or in the rules and regulations now or hereinafter adopted by the Association may be towed by the Association at the sole expense of the Owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) hours. The Association shall not be liable to the Owner of such vehicle or recreational

equipment or trespass, conversion or otherwise, or guilty of a criminal act by reason of such towing and neither its removal nor failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 16. Vehicle Maintenance and Repair. No maintenance or repairs shall be performed on any vehicle upon any portion of the property unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disassembled vehicles within the property must be completed within four (4) hours from its immobilization or the vehicle must be removed. Should the Association own any maintenance vehicles, it shall be allowed to maintain and store its maintenance vehicles on specific areas of the property designated by the Association.

Section 17. Clotheslines. No clothing or other household fabrics shall be hung in the open on any lot or property unless the same is not visible from any adjoining property or public view.

Section 18. Transmission Equipment. No visible ham radios or radio transmission equipment shall be operated or permitted to be operated on any lot. No television or radio antennas shall be permitted on any lot without the prior written approval of the Architectural Committee.

Section 19. No manufactured housing or manufactured homes shall be permitted.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association. No Owner, whether one or more persons, shall have more than one (1) membership per lot owned. If a lot is owned by more than one person, all co-Owners shall be entitled to the privileges of membership; however, there shall be only one vote per lot. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of owners hereunder. The membership rights and privileges of an owner who is a natural person may be exercised by the member or the member's spouse. The membership rights of an owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the Secretary of the Association.

Section 2. Voting Rights. Members shall be entitled to one (1) vote in the association for each lot owned. When more than one person is the owner of any lot, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the secretary of the Association prior to any

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meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

ARTICLE VII

MAINTENANCE

Section 1. The Association's Responsibility. The Association shall maintain and keep in good repair the area of common responsibility, which shall include, but need not be limited to:

(a) all landscaping and other flora, structures and improvements, including any private street, bike and pedestrian pathway/trails, if any, situated upon the common area;

(b) landscaping within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto);

(c) such portions of any additional property included within the area of common responsibility as may be dictated by this Declaration, any Supplementary Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(d) all ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith; and

Except as provided above, the area of common responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Members.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the community-wide standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the area of common responsibility shall be a common expense to be allocated among all lots as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from other persons responsible for, certain portions of the area of common responsibility pursuant to this Declaration, other recorded covenants,

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Section 2. Owner's Responsibility. In accordance with this Declaration and any subsequent amendments thereto, all maintenance of a lot and all structures, and other improvements within a lot shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with this Declaration and the applicable covenants; provided further, if this work is not properly performed by the Owner, the Association may perform it and assess the Owner as a special assessment; provided however, whenever entry is not required in an emergency situation, the Association shall afford the Owner fourteen (14) days reasonable notice and an opportunity to cure the problem prior to entry; said notice to be not less than fourteen (14) days.

ARTICLE VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefits, and enjoyment of the Members Brannons Crossing Subdivision, including maintenance of real and personal property, all as may be more specifically authorized by the board, including by way of example, but not limited to, the following: (a) the improvement and maintenance of the access easement and for provision of certain other services, (b) the procuring of services for the Members, including, but not limited to, maintenance and operation of common areas, areas of common responsibility, construction, repair or refinishing and improvement of common areas, construction, reconstruction, repair, replacement or refinishing of any portion of an access easement, roadway, utility, and drainage easements, and such other services which may be approved by sixty-seven (67%) percent of the Members and (c) the repair of capital improvements on an access easement or common area. Notwithstanding the above restriction on use of funds for improvement and maintenance of the access easement or common area, the said funds, may to the extent of the excess of accumulated surplus over the total amount of regular assessments for the preceding year, be used for capital expenditures to benefit the access easement or common areas and fulfill the purposes of the Association.

Section 2. Creation of Lien and Personal Obligation for Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments: (a) Base Assessments or Annual Base Assessments to fund Common Expenses for the general benefit of all lots; (b) Special Assessments as described herein; and (c) Specific

Assessments as described herein. Each Owner, by joining the Association or by hereinafter accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Alabama law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each lot against which the assessment is made until paid, as more particularly provided herein. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees, also shall be the personal obligation to the person who was the Owner of such lot at the time the assessment arose. Upon a transfer of title to a lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his or her lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Section 3. Computation of Base Assessment. At least 60 days before the beginning of each fiscal
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year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided herein.

The Base Assessment shall be levied equally against all lots of Members and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of lots subject to assessment hereunder on the first day of the fiscal year for which the budget is prepared and the number of lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the budget and notice of the amount of the Base Agreement for the following year to be delivered to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members holding at least 75% of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replacement cost. The Board may set a capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing of annual Base Assessments as appropriate, over the budget period.

Section 5. Specific or Benefited Assessments. The Board shall have the power to specifically assess expenses of the Association against lots (a) receiving benefits, items, or services not provided to all lots or within the Properties that are incurred upon request of the Owner of a lot for specific items or services relating

to the lot or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Association may also levy a Specific/Benefited Assessment against any lot to reimburse the Association for costs incurred in bringing the lot into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the applicable Owner and an opportunity for a hearing.

Section 6. Lien for Assessments. The Association shall have a lien against each lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Alabama law), and costs of collection (including attorneys fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Association may bid for the lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the lot. While a lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such lot had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Member lot shall not affect the assessment lien or relieve such lot from the lien for any subsequent assessments. However, the sale or transfer of any lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such lot due prior to such acquisition of title. Such unpaid assessment shall be deemed to be Common Expenses collectible from Owners of all lots subject to assessment hereunder, including such acquirer, its successors and assigns.

Section 7. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each lot on the first day of the month following: (a) the month in which the lot is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies

assessments pursuant to this Article, whichever is later. The first annual Base Assessment levied on each lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the lot.

Section 8. Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the association may retroactively assess any shortfalls in collections.

Section 9. Exempt Property. The following property shall be exempt from payment of Base Assessments:

- (a) Any property dedicated to and accepted by any governmental authority or public utility.

ARTICLE IX

ASSOCIATION INSURANCE

Section 1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If blanket "all-risk" coverage is not generally available at reasonable cost, then fire and extended coverage, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property.

In addition, the Association may, upon request, obtain and continue in effect adequate blanket "all-risk" property insurance on property comprising the Common property or area of Common responsibility, if reasonably available. If "all-risk" property insurance is not generally available at reasonable cost, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate. The face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners of lots as a Base Assessment. All policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

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The Association also shall obtain a public liability policy on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a \$1,000,000.00 combined single limit as respects bodily injury and property damage and at least a \$500,000.00 limit per occurrence and in the aggregate.

Unless otherwise provided for herein, premiums for all insurance on the Area of Common Responsibility shall be common expenses and shall be included in the Base Assessment.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Article XII herein, that the loss is the result of the negligence or willful conduct of one or more lot Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their lots pursuant to Article VIII.

All insurance coverage obtained by the Board shall:

(a) be written with a company authorized to do business in Alabama which holds a Best's rating of B+ or better, if reasonably available, or, if not available, the most nearly equivalent rating which is available;

(b) be written in the name of the Association as Trustee for the benefited parties. Policies on the Common Area shall be for the benefit of the Association and its members;

(c) vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees;

(e) have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of

whom must be in the real estate industry and familiar with construction in the Houston County area; and

(f) the Board shall be required to use reasonable efforts to secure insurance policies containing endorsements that:

(i) waive subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) waive the insurer's right to repair and reconstruct instead of paying cash;

(iii) preclude cancellation, invalidation, suspension, or nonrenewal by the Insurer on account of any one or more Individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(iv) exclude Individual Owner's policies from consideration under any "other insurance" clause; and

(v) require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering any persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth of the annual Base Assessments on all lots plus reserves on hand. Bonds shall contain a waiver of any defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 2. Owners Insurance. By virtue of joining the Association, each Owner covenants and agrees with all other Members and with the Association to carry blanket "all-risk" property insurance on his lot(s) and structures thereon providing full replacement cost coverage less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her lot, he or she shall proceed promptly to repair or to construct in a manner

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consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV of this Declaration. Alternatively, the Owner shall clear the lot of all debris and ruins and maintain the lot in a neat and attractive landscaped condition consistent with the Declaration, Bylaws, and any Rules and Regulation of the Association. The Owner shall pay any costs which are not covered by insurance proceeds.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members holding at least 75% of the total votes in the Association decide within 60 days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Declaration, Bylaws, and any Rules and Regulations of the Association.

Section 5. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate shall be retained by and for the benefit of the Association, and placed in a capital improvements account. This is a covenant for the

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benefit of Mortgagees and may be enforced by the Mortgagee of any affected lot.

Section 6. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against the Owners to complete the cost of repair or reconstruction.

ARTICLE X

NO SECURITY

Neither the Board nor the Association shall provide any security or surveillance to protect the person or property of any Owner or occupant, their licensees, invitees or guests and nothing in this Declaration, the Bylaws or Articles shall not be construed to imply or infer or require the Association or Board to supply or provide security and protection for any owner or occupant, their licensees, invitees, or guests.

ARTICLE XI

NO PARTITION

Except as permitted in this Declaration or amendments hereto, there shall be no physical partition of any common area or any part thereof, nor shall any Member acquiring an interest in any lot or property of the subdivision seek any such judicial partition of a common area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XII

ENFORCEMENT OF ASSOCIATION DECLARATION, BYLAWS, RULES, REGULATIONS, ETC.

Section 1. Enforcement. The board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend any Owner's right to vote or any person's right to use the common area for violation of any duty imposed under the Declaration, the Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a lot. In the event that any occupant, guest or invitee of a lot violates the Declaration, Bylaws, or a rule or regulation and a fine is

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imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to the covenants committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Owner, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of any rules by any person.

(c) Appeal. Following a hearing before the covenants committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 15 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the

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be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the public records of Houston County, Alabama.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a Third Party will affect the validity of such amendment.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or Bylaws.

3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States Mail, postage prepaid, to the street address of the lot owned by such Owner or the address as it last appeared on the records of the Association.

4. Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

5. Governing Law. Should any dispute or litigation arise between any of the Parties whose rights or duties are affected or determined by this Declaration, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

6. Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way defined, limit or describe the scope or intent of this Declaration.

7. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Judge of Probate of Houston County, Alabama.

WITNESS WHEREOF, the undersigned has, for itself, and its successors and assigns, duly executed this Declaration as of the date first above written.

Brannons Crossing Owners Association, Inc

By: Jay Whelan
Its: President

ATTEST BY:

[Signature]
Its Secretary

State of Alabama

Houston County.

I, Lori W. Jordan, a notary public in and for said county in said state, hereby certify that Jay Wrenn, whose name as President and Carl Smith, whose name as Secretary, of Brannons Crossing Home Owners Association, Inc., a nonprofit corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this 27 day of September, 2007, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 27 day of September, 2007.

[Signature]
Notary Public

Commission expires: 4-20-09

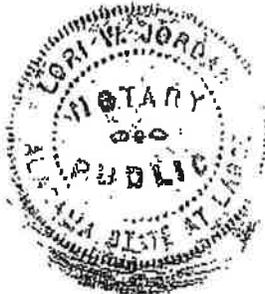


EXHIBIT A

LEGAL DESCRIPTION

A lot or parcel of land being located in the City of Dothan, Houston County, Alabama, and being further described as follows:

BEGINNING at the Northeast corner of the Southwest ¼ of the Southeast ¼ of Section 6, Township 3 North, Range 26 East, as marked by an existing iron pin (EIP); thence along the East line of said Southwest ¼ of the Southeast ¼ of Section 6 bearing S 02°07'10" E a distance of 415.95 FT to an EIP; thence depart said East line bearing S 61°43'37" W a distance of 255.29 FT to an EIP on Lot 4, Block 'A' of Brannon's Crossing Subdivision as found recorded in the Office of the Judge of Probate of Houston County in Plat Book 10, Page 74; thence along the East side of said Lot 4 bearing N 46°32'53" W a distance of 96.19 FT to an EIP at the Northeast corner of said Lot 4 and the South side of a 20 FT Drainage Easement and Common Area; thence along the North side of said Lot 4 and the South side of said 20 FT Drainage Easement and Common Area bearing S 65°21'16" W a distance of 168.94 FT to an EIP at the Northwest corner of said Lot 4 and the Southwest corner of said 20 FT Drainage Easement and Common Area on the East right-of-way (R/W) of Partridge Lane (50' R/W); thence along said East R/W and the West side of said 20 FT Drainage Easement and Common Area along a curve to the left having a delta angle of 02°13'05" with a radius of 517.42 FT an arc length of 20.03 FT with a chord bearing of N 27°48'29" W a chord distance of 20.03 FT to an EIP at the Southwest corner of Lot 5, Block 'A' of said Brannon's Crossing Subdivision and the Northwest corner of said 20 FT Drainage Easement and Common Area; thence depart said East R/W along the South side of said Lot 5 and the North side of said 20 FT Drainage Easement and Common Area bearing N 65°21'16" E a distance of 163.95 FT to an EIP at the Southeast corner of said Lot 5 and the Northeast corner of said 20 FT Drainage Easement and Common Area; thence along the East side of said Lot 5 bearing N 36°24'01" W a distance of 91.93 FT to an EIP at the Northeast corner of said Lot 5 and the Southeast corner of Lot 6, Block 'A' of said Brannon's Crossing Subdivision; thence along the East side of said Lot 6 bearing N 17°51'15" W a distance of 85.00 FT to an EIP at the Northeast corner of said Lot 6 and the Southeast corner of Lot 7, Block 'A' of said Brannon's Crossing Subdivision; thence along the East side of said Lot 7 bearing N 07°27'15" W a distance of 95.00 FT to an EIP at the Northeast corner of said Lot 7 and the Southeast corner of Lot 8, Block 'A' of said Brannon's Crossing Subdivision; thence along the East side of said Lot 8 and Lot 9, Block 'A' of said Brannon's Crossing Subdivision bearing N 03°40'59" W a distance of 225.19 FT to an EIP at the Northeast corner of said Lot 9; thence depart said East side bearing S 87°17'29" E a distance of 401.21 FT to the POINT OF BEGINNING (P.O.B.) Said parcel is meant to describe the common area in the Northeast corner of said Brannon's Crossing Subdivision and is located in the SW ¼ of the SE ¼ of Section 6, T3N, R26E, and contains 4.33 acres, more or less.

Recording Fee 98.00
TOTAL 98.00

Pete M. Smith