

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS FOR HIDDEN BROOKE - THE CREST
PHASE ONE AND PHASE TWO**

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, the undersigned are the developers of the following described real estate situated in St. Clair County, Alabama, to wit:

Phase One: Hidden Brooke - The Crest ("The Crest") as recorded in Map Book 2005, Page 96, in the Office of the Judge of Probate of St. Clair County, Alabama.

AND

Phase Two: Hidden Brooke - The Crest, Phase Two, as recorded in Map Book 2007, Page 29, in the Office of the Judge of Probate of St. Clair County, Alabama, Ashville Division

NOW, THEREFORE, the Covenants, Conditions, Restrictions and Rights for Phase One, recorded on the 13th day of January, 2006 in Instrument Number 2006, Page 487, in the Probate Office of St. Clair County, Alabama, and the Covenants, Conditions, Restrictions and Rights for Phase Two, recorded on the 19th day of February, 2009 in Instrument Number 2009, Page 1217, shall be amended as follows:

Each residence and/or lot in Hidden Brooke - The Crest, Phase One and Two, shall be sold subject to the homeowner's association, namely Hidden Brooke - The Crest Homeowners Association, Inc., a nonprofit corporation filed on the 19th day of February, 2009 in Instrument Number 2009, Page 160 in the Probate Office of St. Clair County, Alabama. Upon the completion of construction and final sale of the residences located in Hidden Brooke - The Crest, Phase One and Two, the purchasers shall pay, at closing, a pro-rated share of the yearly homeowners association dues. The closing attorney shall forward said pro-rated payment to the Treasurer of the homeowners association. Each homeowner shall be responsible for the payment of the yearly homeowners association dues each year thereafter. These yearly payments shall be made directly to the homeowners association. The amount of yearly homeowners association dues shall be determined by the homeowners association.

All other provisions set forth in the Declaration of Covenants, Conditions, Restrictions and Rights for Hidden Brooke - The Crest, Phase One and Two shall remain in full force and effect.

Dated this 5th day of MARCH, 2009.


Paul D. Jennings


Vincent Wanninger

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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS FOR HIDDEN BROOKE -THE CREST
PHASE ONE AND PHASE TWO**

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, the undersigned are the developers of the following described real estate situated in St. Clair County, Alabama, to wit:

Phase One: Hidden Brooke -The Crest ("The Crest") as recorded in Map Book 2005, Page 96, in the Office of the Judge of Probate of St. Clair County, Alabama.

AND

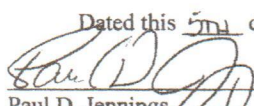
Phase Two: Hidden Brooke - The Crest, Phase Two, as recorded in Map Book 2007, Page 29, in the Office of the Judge of Probate of St. Clair County, Alabama, Ashville Division

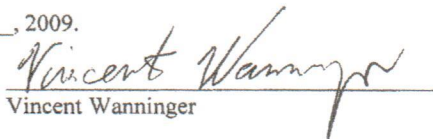
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All other provisions set forth in the Declaration of Covenants, Conditions, Restrictions and Rights for Hidden Brooke - The Crest, Phase One and Two shall remain in full force and effect.

Dated this 5th day of MARCH, 2009.


Paul D. Jennings


Vincent Wanninger

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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
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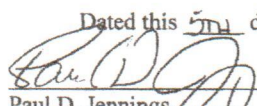
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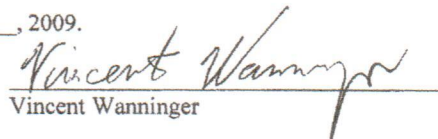
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Dated this 5th day of MARCH, 2009.


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March 12, 2009

Hidden Brooke the Crest HOA
1345 Hickory Valley Road
Trussville, AL 35173

Dear Neighbors:

In recent days we have encountered several legal inquiries from Mr. Gene Webb in regards to the neighborhood association being legal. We would like to address the legality of the association as well as other comments or claims made by Mr. Webb. In regards to the legality of the association, Mr. Webb has claimed that the amendment to the covenants was not made to allow for the association to be mandatory for FUTURE homeowners; however, this amendment was indeed made. The developers of the neighborhood were working with the attorney prior to Mr. Webb's emails to get the amendment drafted and signed. This amendment was signed by the developers on March 5, 2009. We have attached the filed amendment for your reference. Please note that this amendment was made by the developers not the HOA. This will be the legal document that Mr. Webb has referred to in his various emails that mandates for the future homeowners in Hidden Brooke the Crest and the Crest Phase II to be apart of the association.

In response to the verbal concerns of Mr. Webb to the neighbors as well as the developers on the dues of the association increasing in subsequent years, any increases in dues must be voted on by the association members and must pass with a majority vote; this has previously been discussed in prior association meetings.

Mr. Webb has also expressed concerns about the association placing liens on homes that do not pay association dues; this is true in cases of FUTURE homeowners. If you own a home or lot in Hidden Brooke the Crest or Phase II at the present time, you are under NO obligation to join the association or pay the dues. We can assure you that all efforts will be made to avoid placing liens on future property of future homeowners however will be done if necessary at a last resort.

In conclusion, the officers of the HOA would like to extend their apologies for any unwanted emails or phone calls that you may have received. We understand the right to all homeowners' privacy and will assure you that further emails sent will remain private. Also, please be aware that the officers of the association are not paid and have other priorities as well as their role with the association, please be patient with us with any concerns that you may have as we are all new to this and some questions will take some time to get answers too.

Our next meeting will be on April 5th at the home of Jason and Michelle Layfield @ 340 Crestview Road (the Crest, Phase II) at 3:00 in the afternoon, all are welcome to attend.

Thank you for you concerns and support,

Hidden Brooke the Crest HOA

2007 1217
Recorded in the Above
DEED Book & Page
FOR 2007 10:19:35 AM
Bowling - Judge of Probate
St. Clair County, Alabama

**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND RIGHTS
HIDDEN BROOKE - THE CREST, PHASE TWO**

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, the undersigned are the owners of the property located in Hidden Brooke - The Crest, Phase Two Subdivision, situated in St. Clair County, Alabama, and described as follows:

Hidden Brooke - The Crest, Phase Two, as recorded in Map Book 2007, page 29, in the Office of the Judge of Probate of St. Clair County, Alabama, Ashville Division.

NOW, THEREFORE, the undersigned property owners are desirous of placing the same Covenants, Conditions, Restrictions and Rights on their properties as are recorded for the adjoining property, known as Hidden Brooke - The Crest, Phase One. The Covenants, Conditions, Restrictions and Rights are as follows:

Whereas, it will be the mutual benefit of the present owner of said property and to all prospective owners and to the general public of subject said property to the following covenants, terms, conditions, restrictions, and limitations hereinafter set forth:

NOW, THEREFORE, the owners hereby declare that all of the above described properties and any subdivisions thereof shall be held, sold and conveyed subject to the following easements, for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the land and be binding on all parties having any right, title or interest in the above described property or any part, thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof:

ARCHITECTURAL REVIEW COMMITTEE

A. An Architectural Review Committee is hereby established in Accordance with the procedures for Hidden Brooke - The Crest, Phase Two architectural review which is attached hereto as Exhibit A.

B. No residence shall be constructed except in compliance with the provisions of said procedure.

C. The Architectural Review Committee shall have no control over any lot after the residence and yard have been completed thereon and the residence occupied. The Architectural Review Committee may be dissolved by action of the Committee at any time after all the lots in Hidden Brooke - The Crest, Phase Two have been conveyed to owner-occupants, and shall in any event be dissolved after residences and yards have been completed on all lots of Hidden Brooke - The Crest, Phase Two.

After such dissolution, usage of the property shall be controlled by the restrictive covenants for Hidden Brooke - The Crest, Phase Two.

II. GENERAL

LAND USE: The property comprising Hidden Brooke - The Crest, Phase Two shall be used for residential purposes only and not for any purpose of business, trade, nor mobile homes.

BUILDING TYPE: No dwelling shall be erected in Hidden Brooke - The Crest, Phase Two of less than 1500 square feet of finished living area, exclusive of porches, decks, garages, or breeze ways on one floor of a one level house, with or without a basement, or on two levels of a split level house. All one and one half or two story homes shall have a minimum of 1200 square feet on the main floor, exclusive of porches, decks, breeze ways, or garages, and a minimum of 600 square feet of finished living area on the other level, with or without a basement. All two story homes shall have a minimum of 1200 square feet on main floor, exclusive of porches, decks, breeze ways, or garages and a minimum of 1000 square feet of finished living area on the other level, with or without a basement.

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BUILDING LOCATION: No dwelling shall be erected in Hidden Brooke - The Crest, Phase Two the front line of which shall not be nearer than 35 feet from the street on which the property faces. No building shall be erected or located on any lot nearer than 35 feet to any street. No building including garages or other permitted accessory buildings, shall be located nearer than 10 feet to any interior lot line. Whenever, in the opinion of the Architectural Review Committee, topography, size, shape or visible conditions of any lot requires it, the Architectural Review Committee may permit or allow deviations or modifications of the provisions of this paragraph, provided such modifications or variations do not violate any zoning or other lawful ordinances of St. Clair County or any municipality or governmental authority having jurisdiction of said property.

GARAGES AND OTHER BUILDINGS: No out-buildings, garage, servants houses or other separate building should be erected on any lot in Hidden Brooke - The Crest, Phase Two except for the personal use of the property owners and in no event shall such building be erected without plans, specifications, architectural designs, grade and locations thereof having been first submitted to and approved by the Architectural Review Committee, its successors and assigns if in existence.

TEMPORARY STRUCTURES: No structure of any temporary character, trailer, basement, tent, shack, garage barn, or other out-building shall be used on an lot in Hidden Brooke - The Crest, Phase Two at any time as a residence, either temporarily or permanently and no servants houses, garages, or other buildings shall be built and used for residential purposes prior to the completion of the dwelling house on said lots in accordance with the restrictions herein described. The provisions of this article do not preclude the erection and use of a temporary structure such as a sales office during the construction and development of Hidden Brooke - The Crest, Phase Two.

CONCRETE BLOCKS: No concrete block, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, stuccoed or otherwise, shall show above the ground or from the exterior of any building.

WINDOWS: No unpainted aluminum windows shall be used in any dwelling or other approved structure of said property.

WALLS AND FENCES: No walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence. No fences or walls shall be erected or growing hedge rows planted and maintained on any lot closer to any public street than the rear of the dwelling located on such lot unless same has been approved by the Architectural Control Committee. No wall or fence shall be erected behind the rear line of the residence which exceeds six (6) feet in height. Any walls on the rear of the property above the line of site must be approved in writing by the Architectural Review Committee, its successors or assigns. No shrub or planting which obstructs site lines at elevations between two (2) or six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street and property lines in the line connecting them at a point twenty-five (25) feet from the intersection of the street property lines extended. The same site line limitation shall apply to any lot within ten (10) feet of the intersection of a street property line with edges of a driveway. No tree shall be permitted to remain with such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the site line for safety reasons. Any fence or portion of that of that fence which faces a street must be of wood, brick, or of a decorative nature. No chain link or other wire type fence will be allowed to face a street.

SIGNS: No sign of any kind shall be displayed to a public view of any lot, except that during the period of construction and selling, a builder or real estate broker may use a sign or signs not totaling more than thirty-two (32) square feet to advertise the property for sale or rent, subject to the approval of the Architectural Review Committee.

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LIVESTOCK: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purpose and provided further that the keeping of maintenance of such household pets shall not in any way constitute a nuisance or interfere with the quiet enjoyment of their properties within Hidden Brooke - The Crest, Phase Two.

GARBAGE AND REFUGE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish except during that period of development and building and before dwelling is completed on said lot. The use of any lot for filing purposes during the development and building period will be done at the discretion of any under the control of the Architectural Review Committee. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

SUBDIVISION: No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion of and with written approval of the Architectural Review Committee.

SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local public health authorities, approval of such systems as installed shall be obtained from such authority in writing.

LANDSCAPING: All lots shall be landscaped sufficiently to acquire and maintain a good ground cover to prevent excessive erosion and shall be contoured in such ways to eliminate excessive water shed onto adjacent or other lots in the subdivision. A permanent lawn shall be sodded by the builder as soon as practical after the date of completion of the residence and in no event more than six (6) months from date of completion. The permanent lawns shall be maintained by the owners. The minimum distance shall be fifty (50) feet from any street excluding driveways, walks, rock gardens, shrub planting areas and structures. Any exceptions must be approved by the Architectural Review Committee, their successors or the assigns if in existence.

DRIVEWAYS AND GARAGES: All homes shall be completed with driveways of concrete which meet applicable city or county codes and specifications for such driveways and which join the street. No carports or garages shall open to the street unless the lot will not permit same to be constructed otherwise and then only upon approval by the Architectural Review Committee.

BUILDING PLANS: All plans are to be approved and must be initialed by the Architectural Review Committee prior to the issuance of a building permit.

PARKING OR STORAGE: No travel trailer, motor home, boat, transport van type truck, camper, or similar type vehicle can be parked in front of the driveway past the front line of individual homes, nor shall the residents of the subdivision do extensive repair work on automobiles or similar vehicles in front of or in the driveway of dwellings constructed on any lot.

TELEVISION ANTENNA: No television, satellite dish or other antenna shall be allowed to be constructed in front of the rear building line of any residence, except that a normal television antenna may be erected on the top of the residence.

SEVERABILITY: Invalidation of any one of these provisions or covenants by judgment or court order, shall in no way effect any of the other provisions.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages. In the event it becomes necessary for the Architectural Review Committee or the owner of any lot within Hidden Brooke - The Crest, Phase Two to bring any suit at law or action in equity against any person for violating or attempting to violate any of these covenants, such persons, firms or corporations violating such covenants shall be liable for all reasonable expenses incurred, including court costs and attorney fees. After dissolution of the Architectural Review Committee, any owner of

property within Hidden Brooke - The Crest, Phase Two shall have standing to bring legal action to enforce the provisions hereof.

HOMEOWNERS ASSOCIATION: Articles of Incorporation of Hidden Brooke - The Crest, Inc., a nonprofit corporation, shall be filed in the Probate Office of St. Clair County, Alabama. The yearly homeowners association dues shall be Two Hundred Dollars & 00/100----(\$200.00) per year, due and payable on the 1st day of January of each calendar year. Yearly dues may be increased or decreased in accordance with the Articles of Incorporation. The lots owned by builders on which new homes are being constructed shall be exempt from said dues, however, upon the completion of each home, a prorated sum for homeowners dues shall be collected from the purchaser of each residence at the time of closing. Should any builder occupy a home in said subdivision as his or her residence, only then would said builder be subject to payment of homeowners association dues.

III. AMENDMENTS

The undersigned reserve the right to change, amend or nullify all or any portion of these covenants.

Dated this 18th day of ^{FEBRUARY} ~~January~~, 2009.

Wanninger & Jennings, Inc.

By: Paul D. Jennings

Wanninger & Jennings, Inc.

By: Vincent Wanninger

WC Construction Company, LLC

By: Wade Carroll, Member

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CP Custom Homes, LLC

By: Wade Carroll, Member

CP Custom Homes, LLC

By: John Palmer, Member

Christopher Conn

Wesley David Adcock

Brooke Adcock

Jason E. Layfield

Michelle J. Layfield

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EXHIBIT A
HIDDEN BROOKE - THE CREST, PHASE TWO ARCHITECTURAL REVIEW

1. An Architectural Review Committee (the "Committee") shall be established for Hidden Brooke - The Crest, Phase Two consisting of two (2) members, Vince Wanninger and Paul D. Jennings.
2. When a Builder develops a house plan either for pre-sale for speculation, he shall deliver two copies to the Architectural Review Committee.
3. House plans submitted for review shall include:
 - a. Detailed architectural drawings such as are generally acceptable to lending institutions for the purpose of making loans.
 - b. Architectural elevations indicating grade and materials.
 - c. Site plan indicating setback requirements and proposed house locations.
4. The Builder may then stake house corners on the lot and when completed, call to arrange a meeting on the lot between the Builder and at least one member of the Architectural Review Committee. In the case of pre-sale houses, an effort shall be made by the Builder to have the purchaser present at this meeting. This meeting will take place within three (3) work days of the day Builder request the meeting.
5. At the site meeting the following will be discussed:
 - a. House design, materials and color scheme as indicated in the plans.
 - b. Location of house, drive, parking, walk ways, patios, walls, planting, septic tank and field lines and required grade changes.
 - c. Limits of clearing and trees to be saved (in most cases saving particular trees which substantially increase building cost will not be considered).
6. Decisions on design or layout at the site meeting shall be recorded on the plans. When at least one of the Committee members and the Builder are satisfied that the architectural and site plans will enhance the general appearance of the community, the Committee member shall write "Approved" or "Approved with Changes" on both sets of plans and initial such designation. This approval procedure shall be completed within five (5) work days from the date of the site meeting. One approved set of plans shall be returned to the Builder as a go-ahead to begin construction. The second set shall be kept on record for the committee.
7. No clearing or other site construction may be started before plans are approved.
8. Approved plans for a particular lot are good for that lot only for six months from the date of approval.
9. Hidden Brooke - The Crest, Phase Two shall require the Builder to install a standard mailbox which will be furnished by the manufacturer at the Builder's expense. Said mailbox shall be a wrought iron structure satisfactory to the Committee.
10. No Builder shall be employed to construct a residence in Hidden Brooke - The Crest, Phase Two unless such Builder has been approved by the Architectural Review Committee.
11. The Architectural Review Committee will also have a list of Builders Guidelines, unrecorded with which builders shall be required to abide. These guidelines will be reviewed periodically for possible changes.

**HIDDEN BROOKE - THE CREST, PHASE TWO
BUILDER'S GUIDELINES**

1. Windows - No mill finish aluminum windows.
2. Roof Pitch - No less than 10/12.
3. Yard sod - Sod front and sides.
4. Exposed Blocks - None on the house, steps or walls.
5. Porch - No wooden front porches.
6. Siding - Horizontal siding only.
7. Mailboxes - iron
8. Plans - Have master copy approved and signed by Vince Wanninger and/or Paul D. Jennings.
9. Make every effort to change plans, brick and color so as to make each house look as different as possible.
10. Homes must have brick on the foundation on all four sides.
11. The Builder will be responsible for keeping a clean appearance on each lot: cans, bottles, trash, etc.

These guidelines will be reviewed periodically for possible changes.

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CEK Certification Fee 3.00
P/F Special Index Fee 3.50
REC Recording Fee 13.00
Total Fees: \$ 26.50