

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
NEWBY PLANTATION SUBDIVISION**

RLPY 2010 69495
Recorded In Above Book and Page
12/30/2010 11:38:03 AM
Michael L. Davis
Judge of Probate
Limestone County, AL

SPECIAL NOTE TO CLOSING ATTORNEYS

Please note the following provisions relating to homeowner association dues and collection of a specific assessment at time of closing: (1) PRORATED GENERAL ASSESSMENTS ARE TO BE COLLECTED AT CLOSING IN A TRANSFER FROM HORIZON, A BUILDER, BANK, AND/OR A MORTGAGEE TO A THIRD PARTY AND ALL SUBSEQUENT CLOSINGS THEREAFTER; AND (2) A SPECIFIC ASSESSMENT OF \$700 IS DUE TO THE DEVELOPER, VALLEY LAND COMPANY, LLC, UPON THE INITIAL CONVEYANCE FROM HORIZON, A BUILDER, BANK, AND/OR ITS MORTGAGEE, TO A THIRD PARTY.

THIS INSTRUMENT WAS PREPARED BY:

**Suzanne C. Dorsett
Attorney for Valley Land Company, LLC
WILMER & LEE, P.A.
100 Washington Street, Suite 200
Huntsville, Alabama 35801
(256) 533-0202**

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
NEWBY PLANTATION SUBDIVISION**

WHEREAS, heretofore on the 6th day of August, 2007, the undersigned Valley Land Company, LLC, as Declarant, did promulgate and file for record a Declaration of Protective Covenants, Restrictions and Easements for Newby Plantation Subdivision (the "Declaration"), which is recorded at RLPY Book 2007, Page 56512, in the Office of the Judge of Probate of Limestone County, Alabama; and

WHEREAS, on the 3rd day of October, 2007, the undersigned Valley Land Company, LLC, Declarant, and Brookhouse Investments, LLC, as the then-current owner of the property described therein, did subject certain property to the Declaration, which property is more commonly known as Newby Plantation Phase Two, pursuant to that Supplementary Declaration of Protective Covenants for Newby Plantation Phase Two, filed of record at RLPY 2007, Page 71783, in the Office of the Judge of Probate of Limestone County, Alabama; and

WHEREAS, the undersigned Valley Land, LLC, as Declarant ("Declarant"), Horizon Properties, LLC, as owner of the property ("Horizon") described in the attached Exhibit "A" (the "Subject Property"), and Bank of Frankewing, as Mortgagee of the Subject Property ("Bank"), desire to set forth the parties' agreement with respect to the Subject Property and subject the Subject Property to certain terms and conditions herein pursuant to the Declaration.

NOW THEREFORE, pursuant to Article X, Section 1, of the Declaration and in consideration of the premises which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the undersigned Declarant, Horizon, and Bank hereby ratify, affirm and consent that the Subject Property be, and hereby is, subject to the Declaration at RLPY Book 2007, Page 56512, which restrictions shall run with the land; and

FURTHERMORE, the undersigned Declarant, Horizon, and Bank agree that Article IV, Section 9, shall be amended with respect to the Subject Property to read as follows:

Section 9. Date of Commencement of Assessments. The Assessments (General, Special or any other) with respect to the Subject Property, described in the attached Exhibit "A," shall commence as to each Lot subject to this Declaration upon earlier of: (i) the transfer from Horizon, a Builder (as defined in the Declaration), Bank, and/or any mortgagee of the foregoing to a Third Party, which shall be prorated from January 1 of each year and DUE AT THE TIME OF CLOSING, or (ii) the expiration of two (2) years from the date of this Supplementary Declaration. Such Assessments shall be adjusted according to the number of months remaining in the calendar year during which the Lot became subject to the assessment and SHALL BE PAID IN ADVANCE. At no time shall any Lot in the subdivision owned by the Declarant be subject to the payment of any assessments due hereunder until Declarant sells said Lot to a Third Party, subject to the foregoing with respect to the Subject Property. The Assessment shall be the then current assessment amount as determined by the Board under Article IV, Section 4.

NOW, THEREFORE, pursuant to the Agreement and Article IV, Section 11 of the Declaration, the undersigned Declarant, Horizon, and Bank do by these presents add the following:

THE SUBJECT PROPERTY SHALL BE SUBJECT TO A SPECIFIC ASSESSMENT OF \$700.00 PER LOT FOR THE PRIVILEGE, RIGHT TO USE, AND OFFSET OF COSTS TO CONSTRUCT THE POOL AND AMENITIES OF NEWBY PLANTATION SUBDIVISION. THIS FEE DOES NOT INCLUDE, AND IS IN ADDITION TO, THE ASSESSMENTS THAT ARE OTHERWISE DUE UNDER ARTICLE IV OF THE DECLARATION, AS AMENDED HEREBY. THIS SPECIFIC ASSESSMENT IS DUE TO BE PAID TO DECLARANT AT THE CLOSING AND/OR TRANSFER OF THE LOT FROM HORIZON, A BUILDER (AS DEFINED IN THE DECLARATION), BANK, AND/OR ANY MORTGAGEE OF THE FOREGOING, TO A THIRD-PARTY AND/OR SUCH LOT (IN THE SUBJECT PROPERTY) BECOMES AN OCCUPIED RESIDENCE.

For purposes of this Supplementary Declaration, a Third Party is a Person other than Horizon, a Builder, Bank or any Mortgagee.

This Supplementary Declaration contains the entire agreement as between the parties hereto as relates to the Declaration and these amendments thereto.

IN WITNESS WHEREOF, the undersigned, being all of the members of DECLARANT, the duly appointed manager of HORIZON PROPERTIES, LLC, and the authorized representative of BANK OF FRANKEWING, have executed this instrument and affixed their seal on this the 4 day of December, 2010.

Declarant:

VALLEY LAND COMPANY, LLC

By: [Signature]
ROY JOHNSON

Its: Member

By: [Signature]
JERRY BROOKS

Its: Member

Owner:

HORIZON PROPERTIES, LLC

By: [Signature]
Jon Whitten

Its: Manager

Bank:

BANK OF FRANKEWING

By: [Signature]

Its: President

STATE OF ALABAMA
COUNTY OF MADISON

RLPY 2010 69498

I, the undersigned, a notary public in and for said county and state, hereby certify that ROY JOHNSON, whose name as Member of Valley Land Company, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of such instrument, he executed the same, voluntarily and with full authority, for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this the 30th day of December, 2010.

Suzanne C. Dorsett
NOTARY PUBLIC
My Commission Expires: 12-10-14

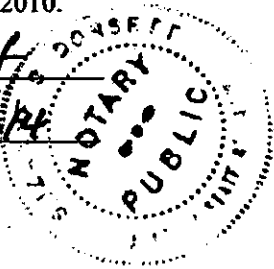


STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, hereby certify that JERRY BROOKS, whose name as Member of Valley Land Company, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of such instrument, he executed the same, voluntarily and with full authority, for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this the 30th day of December, 2010.

Suzanne C. Dorsett
NOTARY PUBLIC
My Commission Expires: 12-10-14

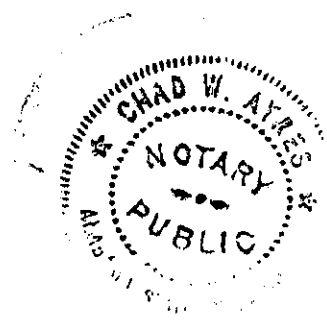


STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county and state, hereby certify that JON WHITTEN, whose name as Manager of Horizon Properties, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of such instrument, he executed the same, voluntarily and with full authority, for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this the 21 day of December, 2010.

Chad W. Ayrault
NOTARY PUBLIC
My Commission Expires: 05-05-2013



STATE OF ALABAMA
COUNTY OF MADISON

RLPY 2010 69499

I, the undersigned, a notary public in and for said county and state, hereby certify that David V. Barnes, whose name as President of Bank of Frankewing, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of such instrument, he executed the same, voluntarily and with full authority, for and as the act of said banking institution on the day the same bears date.

Given under my hand and seal on this the 21 day of December, 2010.

David V. Barnes

NOTARY PUBLIC

My Commission Expires: 05-05-2013

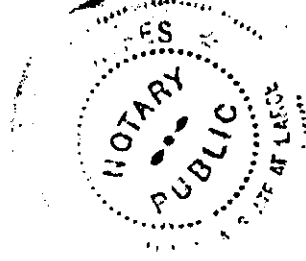


EXHIBIT "A"

RLPY 2010 69500

SUBJECT PROPERTY

LOTS 1, 2, 3, 5, 7, 9, 10, 12, 13, 27, 29, 30, 33, 34, 37, 38, 39, 40, 44, and 46, ACCORDING TO THE MAP OR PLAT OF SURVEY OF NEWBY PLANTATION SUBDIVISION, PHASE TWO, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, IN PLAT BOOK H,

Recording Fee	19.00
TOTAL	19.00

7
12.00
1.00
13.00

RLPY 2007 71783
Recorded In Above Book and Page
10/03/2007 12:26:02 PM
Michael L. Davis
Judge of Probate
Limestone County, AL

**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR
NEWBY PLANTATION SUBDIVISION PHASE TWO**

**THIS INSTRUMENT PREPARED BY:
DANIEL C. BOSWELL
WOLFE, JONES AND BOSWELL
905 Bob Wallace Ave., Suite 100
Huntsville, Alabama 35801
(205) 534-2205**

SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS
FOR RLPY 2007 71784
NEWBY PLANTATION SUBDIVISION PHASE TWO

WHEREAS, heretofore on the 29 day of SEPTEMBER, 2007, the undersigned VALLEY LAND, LLC, as Declarant, did promulgate and file for record a Declaration of Protective Covenants for NEWBY PLANTATION SUBDIVISION, which said Declaration of Protective Covenants is recorded in Deed Book 2007, page 56512 in the Office of the Judge of Probate of LIMESTONE County, Alabama, and

WHEREAS, contiguous property sold to BROOKHOUSE INVESTMENTS, LLC as shown on the attached Exhibit "A" and known as NEWBY PLANTATION SUBDIVISION PHASE TWO as recorded as Plat Book H, pages 34 & 35, in Limestone County, Alabama, and

WHEREAS, Article X, Section 1, of said Declaration of Protective Covenants of NEWBY PLANTATION SUBDIVISION provides that the Declarant may make additional parcels of real property described in Exhibit "A" of said Declaration subject to said covenants and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within NEWBY PLANTATION PHASE II by filing such Restrictions in the Office of the Judge of Probate of Madison County, Alabama, as provided for in Article X, Section 1 of said Declaration of Protective Covenants.

NOW, THEREFORE, pursuant to the provisions of said Article X, Section 1 of the Declaration of Protective Covenants of NEWBY PLANTATION SUBDIVISION as the same is recorded in Deed Book 2007, page 56512 in the Office of the Judge of Probate of LIMESTONE County, Alabama, the undersigned, VALLEY LAND, LLC, does by these presents add the following:

ALL LOTS AND ALL BLOCKS IN NEWBY PLANTATION SUBDIVISION PHASE TWO MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A".

and does make and promulgate the following use restrictions pertaining to the use and enjoyment of the above described added property which includes all the lots of NEWBY PLANTATION SUBDIVISION PHASE TWO, according to the plat of said subdivision as shown of record in the Office of the Judge of Probate of LIMESTONE County, Alabama, in BOOK H PAGE 34 & 35.

ARTICLE VI

Use Restrictions and Rules

Section 5. Residences may be leased for residential purposes.

Section 26. Driveways: Except as may be permitted by the Board or the ARC, driveways shall be constructed with standard broom finish concrete.

Section 36. Brick/Exterior Requirements. All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least eighty percent (80%) stone or masonry brick construction, with no less than eighty percent (80%) of the exterior of the sides of the dwellings or buildings consisting of stone or masonry brick unless, in the sole discretion of the Architectural Review Committee, the style and exterior of the dwelling shall be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed. In the event that the ARC, in its sole and absolute discretion, chooses to allow a dwelling to be constructed of exterior materials other than brick or stone masonry, then the material shall be stucco, "hardie Board" or vinyl or material of similar nature. Composite siding shall be absolutely forbidden.

Section 39. (d) Intentionally Omitted.

The above-described use restrictions are in lieu of those certain use restrictions Article VI, Sections 5, 26, 36 and 39 (c) and (d), in the office of the Probate Judge of Limestone County, Alabama, and shall run with the land and become binding upon all owners of lots embraced with NEWBY PLANTATION SUBDIVISION PHASE TWO, their heirs, successors and assigns. All other use restrictions remain as previously recorded.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 29 day of SEPTEMBER, 2007.

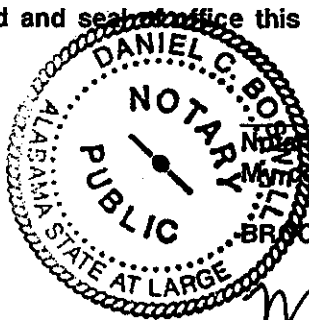
VALLEY LAND, LLC
BY: [Signature]
ROY JOHNSON
Member

BY: [Signature]
JERRY BROOKS
Member

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a notary public in and for said county in said state, hereby certify that ROY JOHNSON AND JERRY BROOKS, as Members of VALLEY LAND, LLC, are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 29 day of SEPTEMBER, 2007.



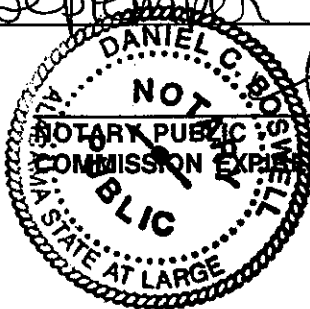
[Signature]
Notary public.
My commission expires: 9-10-08

[Signature]
BROOKHOUSE INVESTMENTS, LLC
MARK ANDERSON, Member

STATE OF ALABAMA, COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that MARK ANDERSON as Member of BROOKHOUSE INVESTMENTS, LLC to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of this conveyance, he/she executed the same voluntarily as and for the act of said LIMITED LIABILITY COMPANY on the day the same bears date.

THIS the 29 day of September, 2007.



[Signature]
COMMISSION EXPIRES: 9-10-08

EXHIBIT "A"

LOTS 1,2,3,4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, ACCORDING TO THE MAP OR PLAT OF SURVEY OF NEWBY PLANTATION SUBDIVISION PHASE TWO AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA IN PLAT BOOK H, PAGES 34 & 35.

Recording Fee	13.00
TOTAL	13.00