

The due date of any special assessment under this Article shall be fixed in the resolution authorizing such assessment.

Notwithstanding the foregoing, if at any time the funds of the Association are insufficient to permit it to adequately provide for the cost of any construction, reconstruction, repair, replacement or improvement of the Common Elements or to enable the Association to perform its obligations hereunder, the Association shall make and collect a special assessment from the Owners in such amount as shall be required to provide sufficient funds for such purpose or purposes and adequate reserves therefor. The Association's obligation to make and collect any such special assessment shall be mandatory and the Developer, or any Owner or Owners, shall each have the right, but not the obligation, to file and prosecute any action or other proceedings against the Association to compel the Association to comply with the requirements of this paragraph and to enjoin it from violating the same.

6.15 Abatement of Violations. The Board of Directors shall, upon written request by any Owner, or upon its own initiative, if it so elects, investigate suspected violations of the provisions of this Declaration, and determine whether a violation exists. If the Board determines that no such violation exists, it shall give written notice of its determination to the complainant Owner, if any, in person or by registered or certified mail, addressed to such Owner at his last known address. Should the Board determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complainant Owner, if any, and to the Owner of the Lot on which, or as to which, such violation exists, addressed to each at his last known address. The Owner of the Lot on which, or as to which, such violation exists shall be allowed thirty (30) days [twenty four (24) hours in the case of a violation of Sections 4.11 through 4.18, inclusive] after the giving of such notice, or such longer period as the Board may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Board and/or any Owner or Owners, shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against the Person or Persons found by the Board to be violating any of these rights, covenants, restrictions, affirmative obligations and conditions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal or equitable relief to which it, he, or they may be entitled under the circumstances.

The remedies provided for above shall not be exclusive. The breach of the provisions of this Declaration shall give the Association, or any Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Lot(s) and improvements thereon of such defaulting

shall not be construed as a waiver or a relinquishment from the future performance of such provisions, but such provision shall remain in full force and effect. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any provision hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by a majority of the directors then in office.

Subject to the provisions of the last paragraph of Section 6.14 and except as provided therein, neither the Association, nor its Members, employees or agents shall be liable to any Person for (a) the manner in which the Association exercises or for the Association's failure or refusal to exercise any right or authority herein granted to the Association, whether discretionary or not; (b) the failure or refusal of any other Person to comply with any of the provisions hereof; or (c) the failure or refusal of any Person to enforce the provisions hereof against any other Person.

6.17 Rules and Regulations of the Association. The Association may, in its discretion, and is hereby authorized to adopt and amend reasonable Rules and Regulations relating to the conduct of the Owners and their invitees and aesthetic considerations pertaining to the Subdivision in accordance with the Bylaws, including, without limitation, appropriate Rules and Regulations pertaining to and regulating the kinds and number of pets that an Owner shall be permitted to have in the Subdivision. The Association is hereby authorized to enforce any and all such Rules and Regulations, if and to the extent so adopted by it. A copy of the Rules and Regulations and all amendments thereto (collectively the "Rules and Regulations") shall be furnished by the Board to each Member prior to the time they become effective. All present and future Owners, tenants, occupants, and any Person who uses any part of the Subdivision in any manner, are subject to, and shall comply with the provisions of this Declaration and the Rules and Regulations. The acquisition, rental or occupancy of a Lot or the use of any part of the property in the Subdivision by any Person shall constitute such Person's agreement to be subject to and bound by the applicable provisions of this Declaration and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land comprising the Subdivision and shall bind any Person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by an Owner, an Owner's family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

ARTICLE VII

RESERVATIONS BY DEVELOPER

Until such time as Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), Developer reserves unto

Subdivision or any parts or parts thereof or additions thereto by the Developer or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the easements shown on the Plat to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to maintain a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

(d) The right to add one or more additional phases to the Subdivision, and to amend these covenants and restrictions as provided in Article IX.

All of the above rights and interests reserved by the Developer may be exercised by the Developer without the consent or concurrence of the Association or any Member.

ARTICLE VIII

TERM OF RESTRICTIONS

The rights, covenants, restrictions, affirmative obligations and conditions herein contained shall run with the land and be binding upon all Owners and future Owners, and parties claiming under them, and shall inure to the benefit of and shall be binding upon them, and each of their heirs, executors, administrators, successors and assigns, for a period of twenty (20) years after the date this Declaration is first recorded, after which time the rights, covenants, restrictions, affirmative obligations and conditions herein contained shall automatically be extended for successive periods of five (5) years each, unless at the end of the first twenty-year period or at any time thereafter, by the vote of Owners of two-thirds of the Lots then in the Subdivision it is agreed to terminate or change the provisions of this Declaration, in whole or in part, said termination or change to be signed by the President and attested by the Secretary of the Association, or by a majority of the then Owners, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama or the United States of America by any court of competent jurisdiction, or by legislative enactment of the State of Alabama, or the United States of America, every remaining provision, clause, restriction, limitation, or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall be and remain in full force and effect.

The rights, covenants, restrictions, affirmative obligations and conditions set forth in this Declaration shall not operate as a cloud upon the title of any Lot,

ARTICLE IX

ADDITIONS AND AMENDMENTS

Developer reserves the right but shall have no obligation to add additional real estate to the Subdivision, which, if added, shall be subject to the rights, covenants, restrictions, affirmative obligations and conditions set forth in this Declaration, and all amendments thereto, unless different rights, covenants, restrictions, affirmative obligations or conditions applicable to any such additional real estate are adopted by the Developer and recorded in the Office of the Judge of Probate of Baldwin County, Alabama at such time. Until the time when control of the Subdivision is transferred to all Owners as provided above, Developer may, by written instrument duly recorded, at any time amend this Declaration, and any amendments thereto, by filing the same of record in the Office of the Judge of Probate of Baldwin County, Alabama, provided, however, that no such amendment shall permit the improvement, use or occupancy of any Lot for other than single-family residential purposes, except as expressly provided in Section 3.1, and no Owner of any Lot previously sold by Developer (whether or not then owned by the original purchaser) shall be bound by any such amendment to Sections 4.11 through 4.18, inclusive, or to Sections 6.2, 6.9 or 6.17, if it adversely and materially affects his use and enjoyment of his Lot. After control of the Subdivision is transferred to all Owners as provided in Section 6.7, the Owners (including Developer if it is still an Owner) of a majority of the total Lots in, or planned for, the Subdivision (including all planned additional phases) may, by written instrument duly recorded, as aforesaid, exercise the foregoing right of amendment subject to the foregoing restrictions; provided, however, that if Developer voluntarily relinquishes control of the Association in writing, no such amendment shall restrict any of the rights of Developer reserved in this Declaration, other than the right of control of the Association, as long as Developer owns any Lot in, or planned for, the Subdivision (including all planned additional phases).

The provisions of this Declaration shall not be altered, changed, amended, repealed or circumvented by any provisions of any of the other Governing Documents. In the event of any conflict between the provisions of this Declaration and any of the other Governing Documents, the provisions of this Declaration shall govern.

ARTICLE X

SEVERABILITY

All provisions of this Declaration shall be severable.

IN WITNESS WHEREOF, Elite Development LLC, a limited liability

Elite Development LLC, a
Limited Liability Company

By:

Manager

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, do hereby certify that CLARENCE E. BURKE, whose name as President of Elite Development LLC a corporation, Manager of Crossroads, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and limited liability company, on the day the same bears date.

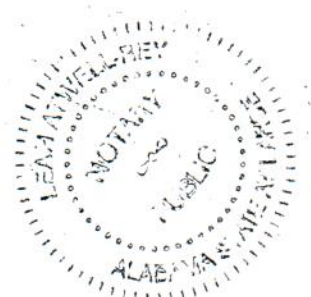
Given under my hand and seal, this the 19th day April, 2007.

Leah Atwell Rej

Notary Public
My Commission
Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2009

EXHIBIT "A"



EXCEPTING THEREFROM, all oil, gas and other minerals lying in or under said property, and subject to all rights and privileges in connection therewith; and

SUBJECT ALSO to any and all rights-of-way, easements, building setback lines, and other conditions, matters and things shown on the Plat or contained in the subdivision regulations or zoning ordinances applicable to the Subdivision.

COMMENCE AT A 1" IRON PIN MARKER FOUND AT THE SOUTHWEST CORNER OF LOT 18 PENNBROOKE SUBDIVISION, PHASE 2, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE FILE 1774-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA FOR A POINT OF BEGINNING AND RUN THENCE NORTH 89 DEGREE 33 MINUTES 52 SECONDS WEST, A DISTANCE OF 1235.93 FEET TO AN IRON PIN MARKER (COSBY); THENCE RUN NORTH 00 DEGREES 49 MINUTES 17 SECONDS EAST, A DISTANCE OF 654.28 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 89 DEGREES 36 MINUTE 08 SECONDS EAST, A DISTANCE OF 904.27 FEET TO AN IRON PIN MARKER; THENCE RUN NORTH 00 DEGREES 32 MINUTE 48 SECONDS EAST, A DISTANCE OF 633.56 FEET TO AN IRON PIN MARKER; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 20 SECONDS EAST, A DISTANCE OF 332.52 FEET TO AN IRON PIN MARKER AT THE NORTHWEST CORNER OF LOT 31 PENNBROOKE SUBDIVISION, PHASE 1 AS SHOWN BY MAP OR PLAT, THEREOF RECORDED AT SLIDE FILE 1755-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN, ALONG THE WEST MARGIN OF THE AFOREMENTIONED PENNBROOKE SUBDIVISION, PHASES 1 & 2, SOUTH 00 DEGREES 43 MINUTES 00 SECONDS WEST, A DISTANCE OF 1303.36 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 23.62 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA.

(DESCRIPTION COMPOSED FROM PROBATE RECORDS AND ACTUAL FIELD SURVEY).