

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS FOR QUAIL RUN SUBDIVISION**

**THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR QUAIL RUN SUBDIVISION** (this "Amendment") dated February \_\_\_\_, 2010 is made by Quail Run, LLC, a Delaware limited liability company (hereinafter, the "Declarant").

**WITNESSETH:**

**WHEREAS**, the Declarant owns certain real property in Chambers County, Alabama, and has developed said real property into lots as a planned residential subdivision known as Quail Run ("Quail Run"); and

**WHEREAS**, in connection therewith, the Declarant subjected said real property to the subdivision plat for Quail Run recorded in the Chambers County Probate Office (the "Probate Office") in Document No. 2008-4731, filed in Plat Drawer F-44, and in Document No. 2008-5587, filed in Plat Drawer 47; and

**WHEREAS**, in connection therewith, the Declarant entered into that certain Declaration of Protective Covenants and Restrictions for Quail Run Subdivision dated December 11, 2008 and recorded in the Probate Office in Document No. 2008-5645 on December 11, 2008 (the "Declaration"). All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration; and

**WHEREAS**, the Declarant now wishes to amend Article IX, Section 9.4(b)(iv) of the Declaration; and

**WHEREAS**, pursuant to Article XIV of the Declaration, the Declarant is entitled to unilaterally amend the Declaration to accomplish the purposes of this Amendment.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the Declarant does hereby amend the Declaration as follows, which shall run with the land and shall be binding upon all parties (including all Owners) having or acquiring any right, title or interest in any of the Properties or any part thereof and shall inure to the benefit of each Owner and the Declarant:

1. The Recitals set forth above are incorporated herein by reference.
2. Article IX, Section 9.4(b)(iv) of the Declaration is amended to include the following provision at the end:

Boats and other watercraft, mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, motorized carts and all-terrain vehicles, lawn

mowers, tractors, machinery and equipment of any nature, golf carts or other recreational vehicles shall not be permitted to be stored or allowed on any Lot unless the same be parked or stored within the garage or other wholly-enclosed structure with roof and doors (which structure must be approved by the ARB). In no event shall any such items, any above-ground pool or any other similar property be visible from the street which runs in front of the Lot.

3. Except as specifically modified and amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

4. This Amendment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

**[Signature on following page]**

**IN WITNESS WHEREOF**, Declarant has executed this Amendment as the date first set forth above.

**“DECLARANT”:**

**QUAIL RUN, LLC**,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Timothy B. Knight  
Its: Chief Financial Officer

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Timothy B. Knight, whose name as Chief Financial Officer of Quail Run, LLC, a Delaware 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 limited liability company.

Given under my hand and official seal of office this \_\_\_\_ day of February, 2010.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[SEAL]