DECLARATION OF PROTECTIVE COVENANTS

OF

SPANN FARM PARTNERS, LTD.

THIS DECLARATION OF PROTECTIVE COVENANTS, made this _____ day of _____, 1992, by SPANN FARM PARTNERS, LTD., an Alabama Partnership (hereinafter referred to as the Owners and/or Developer.)

W I T N E S S E T H:

WHEREAS, Spann Farm Partners, Ltd. (hereinafter referred to as Developer), is the owner of that real property described in the plat of Spann Farm Partners, Ltd., (hereinafter referred to as Spann Farm and/or the Property) and recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book _____, Page _____; and

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

NOW, THEREFORE, the Owners hereby declare that the Property, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

AND FURTHER, Developer has caused Spann Farm Property Owners Association, Inc., to be formed for the purpose of providing a non-profit organization to serve as representative of Developer and Owners of any part of Spann Farm, which hereafter is made subject to these protective covenants (herein collectively referred to as Restrictions) with respect to: assessment, collection and application of all charges imposed hereunder, the enforcement of all covenants contained herein and all liens created hereby, the creation, operation, management and

maintenance of the facilities and services referred to hereafter and such other purposes described in its charter.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of Spann Farm subject to the Restrictions (sometimes referred to as Property or Member's Property) and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor or each and all such parts of the Property therein, to create reciprocal rights between the respective owners and future owners of such property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. The Restrictions do not apply to or affect any part of the Spann Farm Property which is not subjected specifically by written instrument to this Declaration. All Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration applicable to the Property, including, but not limited to, the lien provisions set forth in Section X hereof.

ARTICLE II
ARCHITECTURAL COMMITTEE: ARCHITECTURAL CONTROL

ACTION 2.1 Architectural Committee

The "Architectural Committee" shall be composed of at least three (but not more than five) individuals designated and redesignated from time to time by the Developer until control of the Architectural Committee is specifically delegated by the Developer to Spann Farm Property Owners Association, Inc.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article II, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Architectural Committee, each individual member of the Architectural Committee shall be authorized to exercise the full authority granted herein to the Architectural Committee. Any approval by one such member of any plans and specifications submitted under this Article II, or the

granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding.

2.2 Approval Required

No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless one (1) set of plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all Structures proposed for the Parcel; (ii) a site plan of the Parcel showing the location with respect to the particular Parcel (including proposed front, rear, and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (iii) a grading plan for the particular Parcel; (iv) a drainage plan and (v) a plan for landscaping.

2.3 Basis for Disapproval of Plans

The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a) failure of such plans or specifications to comply with any of the Restrictions;
(b) failure to include information in such plans and specifications as may have been reasonably requested;
(c) objection to the exterior design, appearance or materials of any proposed Structure;
(d) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;
(e) objection to the site plan, grading plan, drainage plan or landscaping plan for any Parcel;
(f) objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed Structure;
(g) objection to parking areas proposed for any Parcel on the grounds of (i) incompatibility to proposed uses and Structures on such Parcel or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel;

(h) failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment or storm water runoff of the Parcel; or

(i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other parcels in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

The scope of review by the Architectural Committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other factors.

2.4 Retention of Copy of Plans

Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

2.5 Rules of Architectural Committee; Effect of Approval and Disapproval; Time for Approval

The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval

granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Restrictions, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Parcel in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action is required.

2.6 Failure to Obtain Approval

If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced on any Parcel, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article II, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article II, and without the approval required herein, and upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Parcel in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

2.7 Waiver of Liability

Neither the Architectural Committee nor any architect nor agent thereof, nor Spann Farm Property Owners Association, Inc. nor the DEVELOPER, nor any agent, servant or employee of the foregoing, shall be responsible in any way for any failure of Structures to comply with requirements of this Declaration, nor for any defects in any plans and 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, and all persons relying thereon or benefitting therefrom agree not to sue or claim against the entities and persons referred to in this Section 2.7 for any cause arising out the matters referred to in this Section 2.7 and further agree to hold said parties harmless and do hereby release said entities and persons for any and every such cause.

ARTICLE III
ZONING AND SPECIFIC RESTRICTIONS

The Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE IV
SITE DEVELOPMENT

SECTION 4.1 Site to be Staked Prior to Tree Cutting

After the plan for the Structure is approved, the site of the Structure must be staked out and such site approved by the Architectural Committee before tree cutting is done. Existing vegetation on each Parcel shall be saved whenever it is practical to do so. All areas on site and outside the areas of disturbance shall be "corded off" with high visibility surveyor's flagging tape and no vegetation shall be removed from the corded areas and no materials may be stored over the roots of this vegetation without prior approval of the Architectural Committee. Removal of "underbrush" from the corded areas is expressly prohibited except on Architectural Committee approval. No tree may be cut or removed from any Parcel without consent of the Architectural Committee until the building plans, site plans, and site staking are approved by the Architectural Committee.

4.2 Erosion Control

Erosion control measures shall be taken by the Owner of a Parcel, or his contractors, to protect adjacent properties including roads and lakes during construction on such Parcel and thereafter until the soil is stabilized on the Parcel. This may be accomplished by the use of silt fencing or other protective measures intended to intercept and filter the excess storm water runoff from the Parcel. All such erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the Architectural Committee prior to commencement of grading activities.

4.3 Utility Lines and Appurtenances

All gas, water, sewer, telephone and electrical feeder and service lines shall be installed as underground service unless otherwise approved by the Architectural Committee. All transformer boxes, meters or other such fixtures shall be

adequately screened with plants or other materials approved by the Architectural Committee; provided that no planting or screening devices shall be placed so as to obstruct the normal servicing of either transformers, telephone pedestals, of other utility hardware. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel 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 (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area) without the prior written consent of the Architectural Committee. Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables. Where underground electric service is to be installed in order to permit installation of underground electric service to each Parcel for the mutual benefit of all owners therein, no Owner of any such Parcel will commence construction of any house on any such Parcel until such Owner (1) notifies the electric utility that such construction is proposed, (2) grants in writing to the electric utility such rights and easements as the electric utility requires in connection with its construction, operation, maintenance and removal of underground service lateral on each Parcel, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

If required by the electric utility, such electric utility, its successors and assigns, may retain title to the underground service lateral and outdoor metering trough or house power box (exclusive of circuit breakers) serving each said house, and said service entrance facilities provided by such utility will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to such utility, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by the Alabama Public Service Commission.

4.4 Connection Points for Utility Service Lines

To the extent of the interests of the Owner of each Parcel, such Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by Developer.

4.5 Sanitary Sewer Service Lines

The material for sanitary sewer service lines must be approved by the Architectural Committee and cast iron or ductile lines may be required in some or all sections of the Property.

4.6 Landscaping

The landscape plan must be approved by the Architectural Committee prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size and quantity of all plant materials to be planted on the Parcel. The Owner must faithfully execute the landscape plan as submitted to and approved by the Architectural Committee within thirty (30) days after occupancy.

Residential landscaping should enhance the privacy of the residential structures. However, it is essential that the greenbelt and common property areas are maintained without strict definition of property lines. It is also desireable that the natural ground cover of the land can weave throughout the residential development without its impedence by lots totally planted in grass without recognition of the natural element of the land. Therefore, the proposed construction of any fence, wall, or hedge shall be closely scrutinized by the Architectural Committee before such is allowed upon any parcel. Further, because of the importance of the lakes to the overall beauty of the Property, as to each parcel which joins any of the lakes on Spann Farm, such construction shall be even more closely scrutinized.

It is the intent of this section 4.6 to assure that a beautifully natural setting be maintained on the Spann Farm property. Each structure and the landscaping of each parcel is a part of that setting and should serve to enhance, not detract from, that setting.

4.7 Architectural Styles

All exterior building materials must be of colors approved by the Architectural Committee. The architure on each parcel must be in the opinion of the Architectural Committee, compatible with the overall natural setting of the Spann Farm Development and with the surrounding buildings. As to any structure on a parcel which joins any of the lakes on Spann Farm, the portion of said structure which faces said lakes shall be designed in a manner which gives the appearance of a front, so as to enhance the overall natural setting of the development and to assure that garages, utility rooms, storage rooms, and the like which are normally located in the back of residential structures are not exposed to view from the lakes or from residences across the lakes from such Structure. Garages and carports on any parcel shall not front either a roadway or a lake.

4.8 Exterior Lighting

Exterior lighting plans must be set forth on the architectural or landscape plans for a Parcel, and must be approved by the Architectural Committee. Exterior lighting shall be "environmental type" which directs all light beams downward with no spillover light or glare emitted off-site and shall be compatible with lighting used on other residential structures in Spann Farm.

ARTICLE V
COVENANTS FOR MAINTENANCE

SECTION 5.1 Keep Parcel in Repair

Each Owner shall keep all Parcels owned by him, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

SECTION 6.1 General Prohibitions

Without the prior written approval of the Architectural Committee:

6.1.1 No previously approved Structure on any Parcel shall be used for any purpose other than that for which it was originally designed;

6.1.2 No Parcel shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

6.1.3 To the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground of any Parcel and no external or outside antennas or satellite dishes of any kind shall be allowed.

6.1.4 No boat, boat trailer, house trailer, trailer, motor home, motorcycle, golf cart, or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) hours unless such item is not visible from any lake, roadway or adjacent property.

6.2 Preservation of Trees

No tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the express written authorization of the Architectural Committee. This Section 6.2 shall be read in conjunction with Section 4.1, and the provisions of both Sections, where applicable, shall be observed prior to any tree cutting. The Architectural Committee, in its discretion, may adopt and promulgate rules and regulations regarding the

preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Architectural Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 6.2, the DEVELOPER, Spann Farm Property Owners Association, Inc. and the Architectural Committee and the respective agents of each may come upon any Parcel during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither Spann Farm Property Owners Association, Inc. nor the Architectural Committee, nor DEVELOPER, nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

6.3 Animals

No birds, livestock, animals or insects shall be kept or maintained on any Parcel without the express written consent of the Architectural Committee, except that ordinary domestic pets may be kept on a Parcel for purposes other than breeding or commercial. Pets will not be allowed to become a nuisance to owners.

6.4 Signs

No sign or other advertising device of any nature shall be placed upon any Parcel. However, the Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

6.5 Accumulation of Refuse

No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No harmful or noxious materials shall be stored, either inside any Structure, or outside any Structure on any Parcel, if said material pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such Structures. 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 a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property, and as approved by the Architectural Committee. All trash and garbage containers shall be kept in a clean and sanitary condition. The Architectural Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage and screening of the same on the Property.

6.6 Pipes

To the extent of the interest of the Owners of a Parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. Meters and valves for utilities shall be located underground, if feasible. If such meters and valves must be placed above ground, they shall be located at points approved in writing by the Architectural Committee, and proper screening shall be required. Under no circumstances will storm water pipes be allowed to empty into lakes without prior Architectural Committee approval.

6.7 Maintenance of Hedges and Plants

The Spann Farm Property Owners Association shall have the right, but not the obligation, to enter upon any Parcel and trim or prune, at the expense of the Owner (subject to any applicable limitations set forth in Section 5.1), any hedge or other planting which in the opinion of Spann Farm Property Owners Association, Inc., is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice of such action.

6.8 Machinery

No machinery shall be placed or operated upon any Parcel except such machinery as is usual in maintenance of a private residence.

6.9 Use Authorized by Architectural Committee

Notwithstanding other provisions herein, the Architectural Committee may authorize any Owner with respect to his Parcel to:

(a) temporarily use a single family dwelling house for more than one family;

(b) maintain a sign other than as expressly permitted herein;

(c) locate Structures other than the principal dwelling house within set-back areas

6.10 Mail Boxes

The design of all mailboxes must be approved by the Architectural Committee and free-standing mail boxes equipped with lighting may be required in some or all sections of the Property and said mailboxes shall be furnished by the Developer and the property owners shall pay to the Developer its cost for same.

6.11 Outside Burning

Outside or open burning of trash, refuse or other material upon any Parcel is prohibited.

6.12 Nuisance

No obnoxious, offensive or illegal activities shall be carried on upon any Parcel; nor shall anything be done in any Parcel which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE VII
WATERFRONT AREAS AND LAKES

SECTION 7.1 Construction Along Lakes

Any Parcel which shall abut upon any lake or stream shall be subject to the following additional restrictions:

7.1.1 No wharf, bulkhead, or other structure of obstruction shall be built or maintained upon any waterfront Parcel or into or upon any lake or stream on the Property or adjacent thereto.

7.1.2 No water shall be pumped or removed from lakes, streams, or springs for any use. Private wells will not be permitted.

7.1.3 Except with prior written approval of Spann Farm Property Owners Association, Inc., no boats, boat railways, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Parcel; nor shall any boat or boat trailer be stored on any Parcel in such manner as to be visible from surrounding properties or from the abutting lake.

7.1.4 Landscaping of said parcels shall be in accordance with section 4.6.

7.2 No Boats on Waterway

No boat of any kind shall be operated upon any lake on the Property without the prior written approval of Spann Farm Property Owners Association, Inc. Further, if such approval is granted, such operation shall conform to all rules and regulations promulgated by Spann Farm Property Owners Association, Inc., concerning the use of boats.

7.3 Trash and Refuse

No garbage, trash or other refuse shall be dumped into any lake on the Property.

7.4 Use of Lakes; No liability of Spann Farm Property Owners Association, Inc. or DEVELOPER

No consent or authority to use any lake on the Property is granted or implied by these Restrictions and such use may be prohibited or unauthorized. Notwithstanding anything in this

Declaration to the contrary, the use of any lake shall be at the sole risk and liability of the user, and no approval of any structure or use relating to any lake by Spann Farm Property Owners Association, Inc., or the DEVELOPER, shall impose any liability on Spann Farm Property Owners Association, Inc. or the DEVELOPER to any person or entity for damages,injury or death relating to any such use.

ARTICLE VIII
EASEMENTS

SECTION 8.1 Drainage Easements

Except with prior written permission from DEVELOPER, or (when so designated by DEVELOPER) from the Architectural Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. DEVELOPER may cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that DEVELOPER's right to cut drainways on an Owner's Property shall terminate when the principal structure and approved landscaping on such property have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon DEVELOPER to cut such drainways.

8.2 Grading

DEVELOPER may at any time make such cuts and fills upon any Parcel or other part of the Spann Farm Property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to the Spann Farm Property and to drain surface waters therefrom.

ARTICLE IX
ASSESSMENT OF ANNUAL CHARGE

SECTION 9.1 Assessment

For the purpose of providing funds for use as specified in Article XI hereof, Spann Farm Property Owners Association, Inc., shall in each year, commencing with the year 1992, assess against the Assessable Property a charge (which shall be uniform with

respect to all Assessable Property) equal to a specified number of dollars per Parcel. Each such Parcel shall be charged with and subject to a lien for the amount of such separate assessment which shall be deemed the "Annual Charge" with respect to such Parcel. It is specifically understood and represented that the utility charges to each Parcel, including cable, sewer, water, electricity, telephone, gas (if any) and other utilities are the separate and personal responsibility of the Parcel Owner and are not part of any assessments provided for herein.

9.2 Date of Commencement of Annual Charge

As soon as may be practical in each year, the Spann Farm Property Owners Association, Inc. shall send a written bill to each Member stating (i) the amount of the Annual Charge assessed against each such Parcel, stated in terms of the total sum due and owing as the Annual Charge, and (ii) that unless the Member shall pay the Annual Charge with thirty (30) days following the date of receipt of the bill, the same shall be deemed delinquent and will bear interest at the rate of twelve percent (12%) per annum until paid. The amount of said assessment shall not exceed $800 per year unless such modification is done in accordance with the procedures for modifying these restrictions and shall be established annually by the Spann Farm Property Owners Association, Inc. The amount of said assessment as to the Developer and/or a Class B member as described herein shall not exceed $300 per year per Parcel owned.

#1250.00 Modified 4/1/2014 per Vote at HOA Meeting

9.3 Effect of Nonpayment of Assessments; Remedies of Spann Farm Property Owners Association, Inc.

If the Member shall fail to pay the Annual Charge within sixty (60) days following receipt of the bill referred to in Section 9.2 hereof, and within thirty (30) days after additional written notice that the Member is delinquent in his payment, in addition to the right to sue the Member for a personal judgment, Spann Farm Property Owners Association, Inc., shall have the right to enforce the lien hereinafter imposed to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures, as in the case of mortgages under applicable law, and the amount due by such Member shall include the Annual Charge, as well as the cost of such proceedings, including a reasonable attorney's fee, and the aforesaid interest. In addition, Spann Farm Property Owners Association, Inc. shall have the right to sell the property at public or private sale after giving notice to the Member (by registered mail or by publication in a newspaper of general circulation in the county where the Parcel is situated at least once a week for three successive weeks) prior to such sale.

9.4 Certificate of Payment

Upon written demand by a Member, Spann Farm Property Owners Association, Inc. shall within a reasonable period of time issue

and furnish to such Member a written certificate stating that all Annual Charges (including interest and costs, if any) have been paid with respect to any specified Parcel as of the date of such certificate, or if all Annual Charges have not been paid, setting forth the amount of such Annual Charges (including interest and costs, if any) due and payable as of such date. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated as between Spann Farm Property Owners Association, Inc. and any bona fide purchaser of, or lender on, the Parcel in question.

ARTICLE X
IMPOSITION OF CHARGE AND LIEN UPON PROPERTY

SECTION 10.1 Creation of Lien for Assessments

All Member's Property shall be subject to a continuing lien for assessment levied by the Spann Farm Property Owners Association, Inc. in accordance with the provisions of this Declaration. The Annual Charge together with interest thereon and the costs of collection thereof including reasonable attorney's fees as herein provided, shall be a charge on and shall be a continuing lien upon the Member's Property against which each such assessment or charge is made.

10.2 Personal Obligation of Members

Each Member, by acceptance of a deed or other conveyance to Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Spann Farm Property Owners Association, Inc. or to cause to be paid to Spann Farm Property Owners Association, Inc. the Annual Charges. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, in addition to being a lien on the property as set forth in Section 10.1 above, also shall be the personal obligation of the person or entity who was the owner of such Member's Property at the time when the assessment fell due.

10.3 Subordination of Lien to Mortgages

The lien of any assessment or charge authorized herein with respect to Member's Property is hereby made subordinate to the lien of any bona fide mortgage on such member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded has been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer