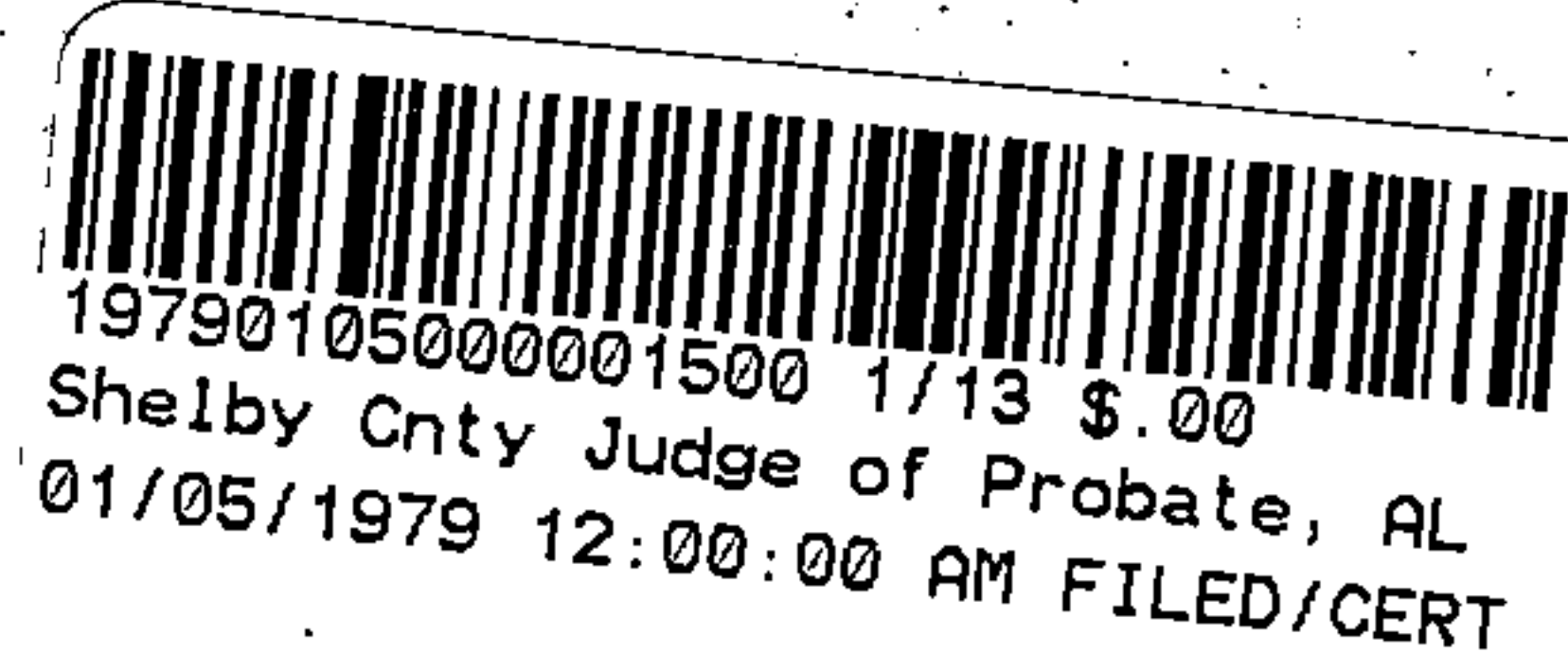


STATE OF ALABAMA )  
COUNTY OF SHELBY )



RESTRICTIONS ON QUAIL RUN SUBDIVISION PHASE II

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Acres, Inc. heretofore recorded in the Probate Office of Shelby County, Alabama, in Map Book 7, Page 113, the map and survey known as Quail Run Subdivision Phase II. The following protective covenants, easements and restrictions are herewith placed on the lots in said Quail Run Subdivision Phase II:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.

2. ARCHITECTURAL CONTROL: No building and/or fence shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure and/or fence have been approved by the Architectural Control Committee, its designated representative or successor as set out in Paragraph 13, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until similarly approved. In no event shall any fence, or wall be erected nearer to any street than the minimum building set back line unless specifically approved. All fences in the front of any structure must be of wood. Approval shall be as provided herein.

3. DWELLING QUALITY: No structure shall be permitted of an inferior material or workmanship, it being the intention and purpose of the covenant to insure that all structures shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded.

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4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line. No building shall be located nearer than 8 feet to the interior lot line, unless approved by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

5. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easements.

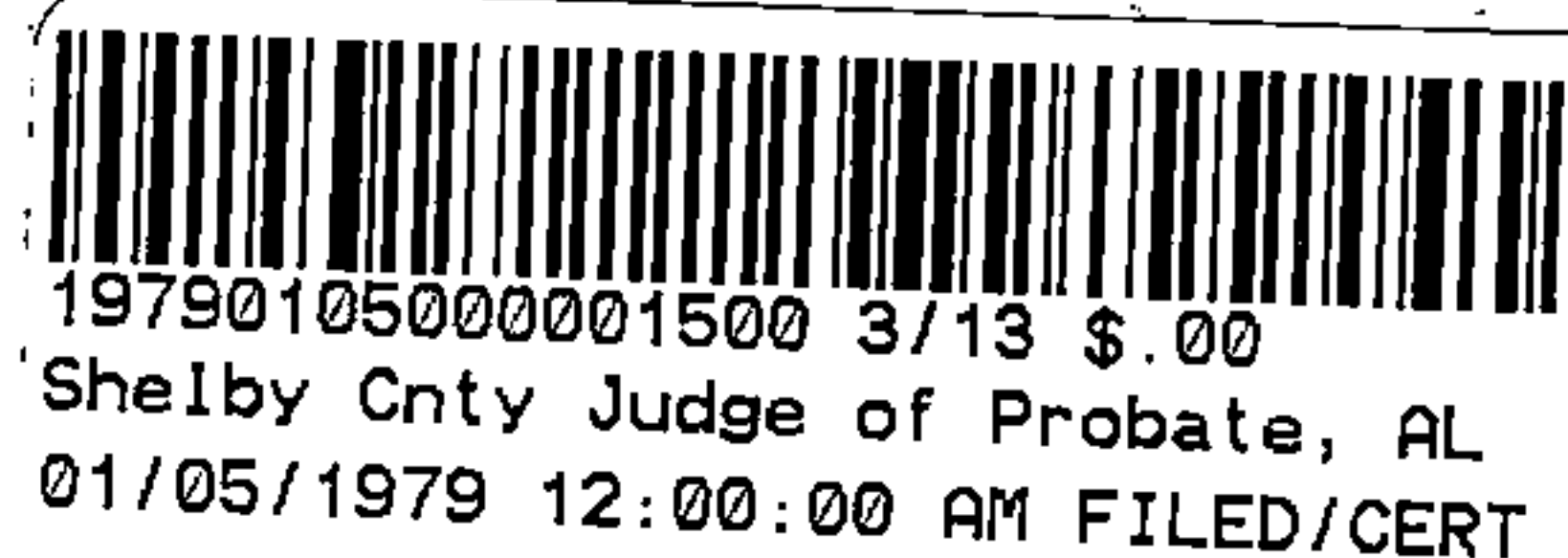
6. FENCES: No fences of any kind shall be erected within the area of the 35 foot minimum building set back line referred to in Paragraph 4 herein.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.





10. OIL AND MINING OPERATIONS: No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

13. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be composed of those three individuals so designated from time to time by Acres, Inc. and shall have its principal office at Abel & Byrd Building, 3443 Lorna Lane, B'ham, Alabama 35216. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to issue any permit, authorization or approval pursuant to directives or authorizations contained herein.





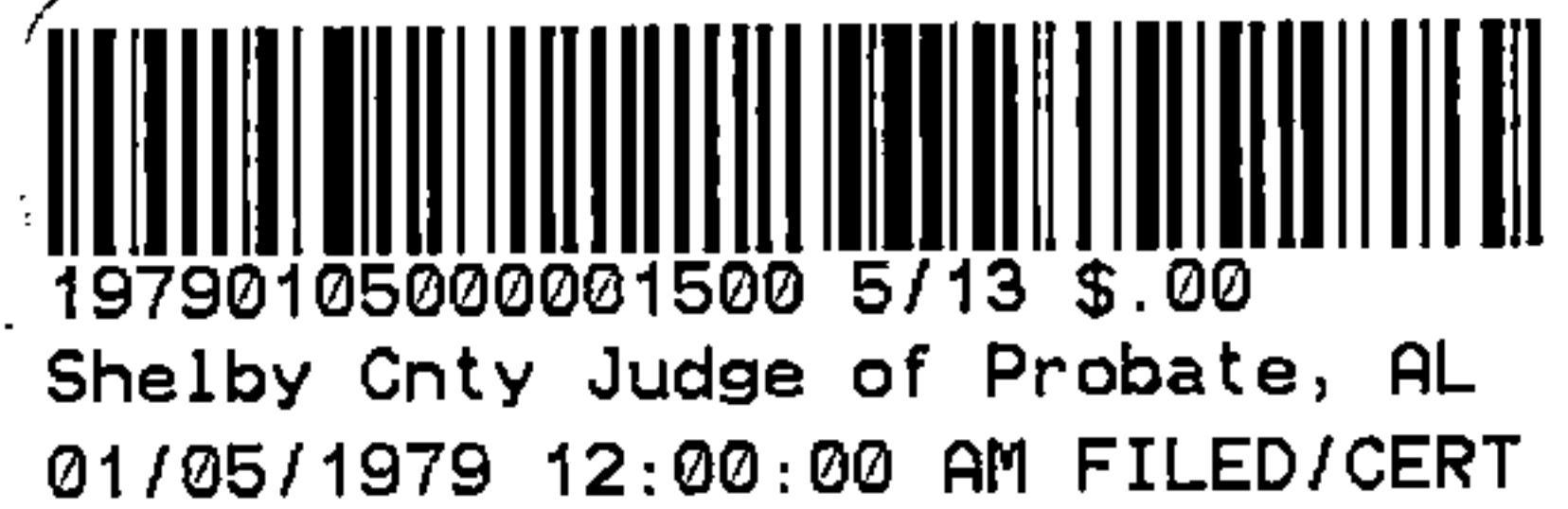
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13.1 Approval Required: No structure as defined herein shall be commenced, erected, placed, moved on to or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee, but in any event shall include (i) a site plan of the parcel showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) 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; (ii) a clearing plan for the particular parcel showing the location of septic tank and field lines and such other information required by the Architectural Control Committee; (iii) a drainage plan; and (iv) plan for landscaping.

13.2 Basis For Disapproval of Plans: The Architectural Control 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) Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;
- (e) Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;





(f) Objection to the site plan, clearing plan, drainage plan or landscaping plan for any parcel;

(g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

(h) 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;

(i) Failure of plans to take into consideration the particular topography, vegetative characteristics and natural environment of the parcel; or

(j) Any other matter which, in the judgment of the Architectural Control 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.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where the Architectural Control 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 Control 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.

13.3 Retention of Copy of Plans: Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall





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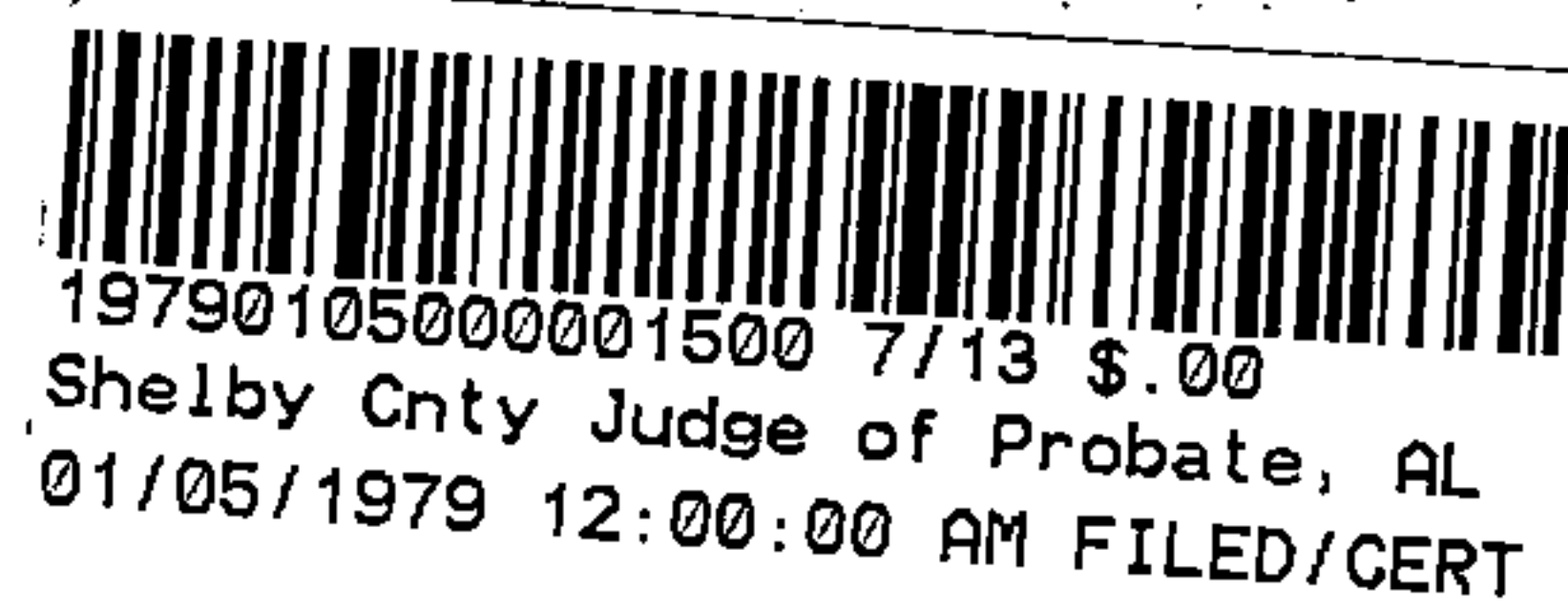
be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

13.4 Time For Approval: In the event that the Architectural Control 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 shall be required.

13.5 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 Control Committee pursuant to the provisions of this paragraph, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this paragraph, and without the approval required herein, and, upon written notice from the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

In fifteen (15) days after the notice of such a violation the owner of the parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, River Oaks Dev., Inc. shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this section shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County, Alabama, prior to the recordation among the land records of Shelby County, Alabama of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).





13.6 Certificate of Compliance: Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the parcel on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the parcel, and the use or uses described therein comply with all the requirements of this section, and with all other requirements of this restriction as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

13.7 Inspection And Testing Rights: Any agent of the Architectural Control Committee may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

13.8 Waiver Of Liability: Neither the Architectural Control Committee nor any architect nor agent thereof, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this restriction, although a certificate of compliance has been issued, any defects in any





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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 submitted any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this section for any cause arising out of the matters referred to in this section and further agree to and do hereby release said entities and persons for any and every such cause.

14. GENERAL COVENANTS AND RESTRICTIONS: Without the prior written approval of the Architectural Control Committee:

(a) No previously approved structure shall be used for any purpose other than that for which it was originally designed;

(b) No parcel shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise;

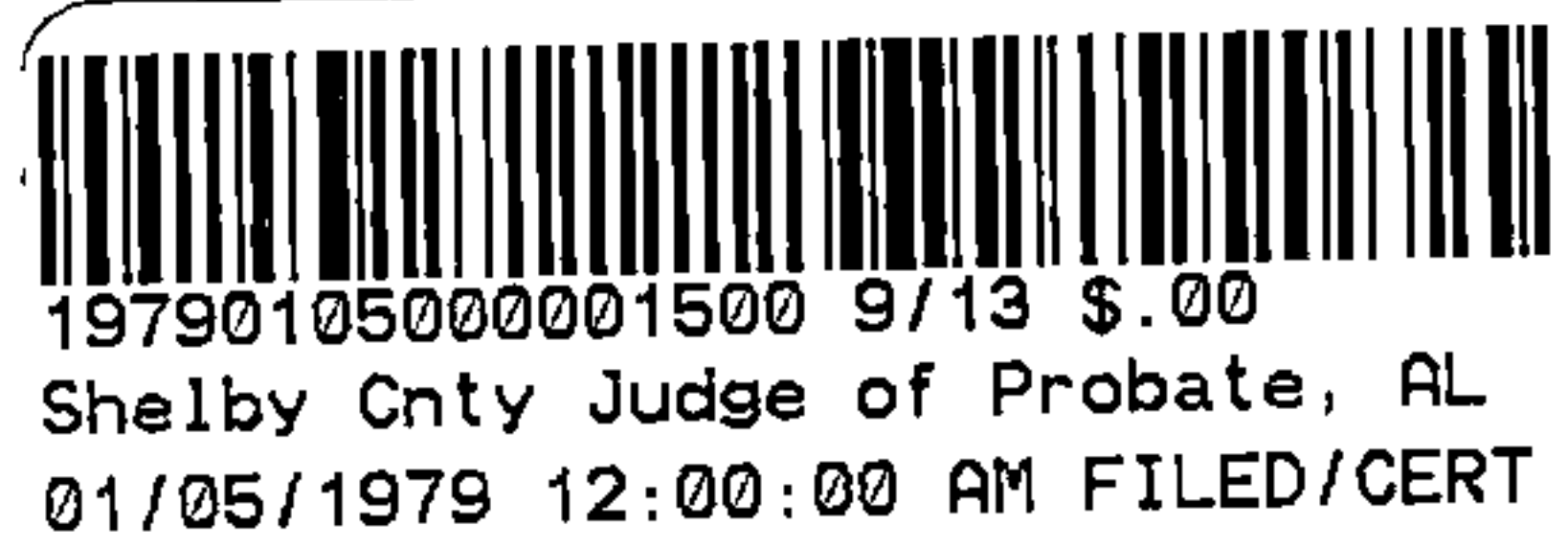
(c) To the extent of the interest of the owner of a parcel, no facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any parcel and no external or outside antennas of any kind shall be maintained except television antennas on structure roofs or other antennas on the rear portion of the parcel; and

(d) No boat, boat trailer, house trailer, trailer, motor home, truck larger than one-half ton, bus 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.

14.1 Animals: No animals, livestock, insects or poultry shall be kept or maintained on any parcel without the express written consent of the Architectural Control Committee except the usual household pets, not to exceed an aggregate of four (4), may be kept on any parcel for purposes other than breeding or commercial.

14.2 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.





14.3 Clothes Line: No clothing or any other household fabrics shall be hung in the open on any parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Control Committee.

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

14.5 Mail Boxes: The design of all mail boxes and posts must be approved by the Architectural Control Committee. The Architectural Control Committee has a standard plan including a light bulb and photo-electric cell, which must be used.

14.6 Outside Burning: Outside or open burning of trash, refuse or other material upon any parcel is prohibited.

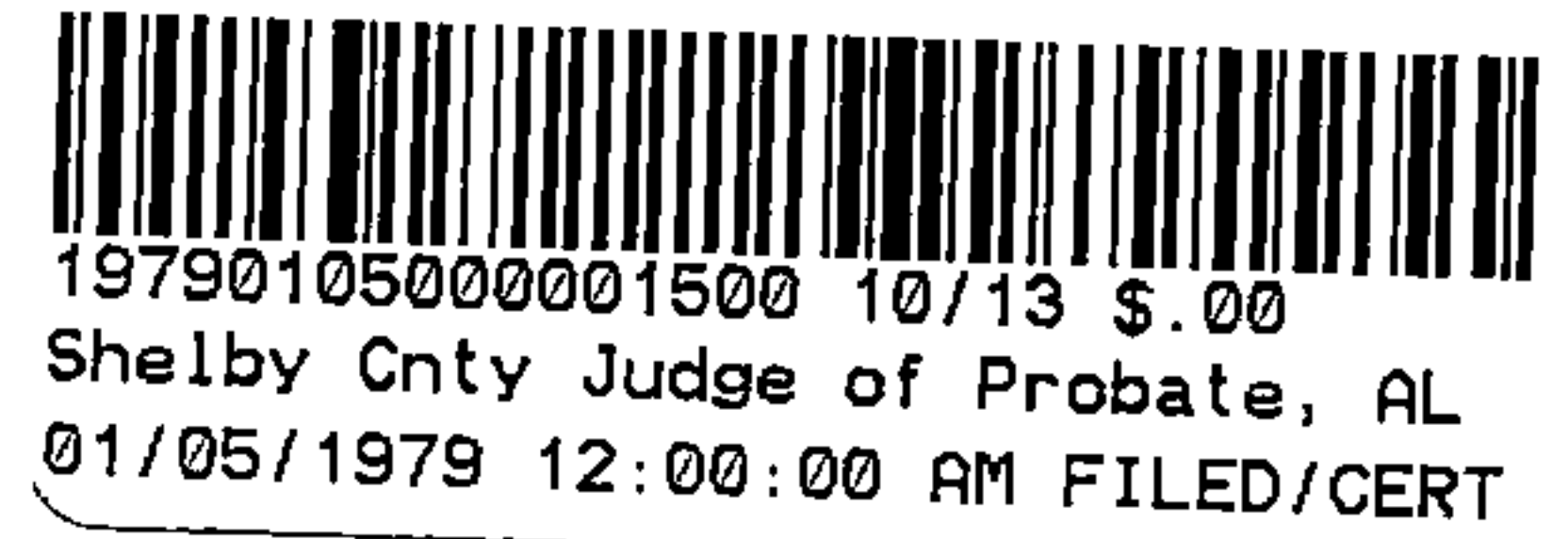
14.7 Connection Points For Utility Service Lines: To the extent of the interests of the owner of each parcel, such owners agree to connect utility service lines (including, but not limited to, gas, water and electricity) at points designated by Acres, Inc.

14.8 Construction Period: With respect to each residential parcel, construction of the residential building is to be completed within two (2) years from the date of purchase of the parcel and within one (1) year from the date of beginning construction. In addition to all other rights and remedies for breach of these Restrictions, in the event this restriction is not fully complied with, Acres, Inc. shall have the right, but not the obligation, to repurchase the parcel for an amount not to exceed the purchase price paid Acres, Inc. for the parcel without interest.

14.9 Minimum Structure And Size:

(a) One and one-half story houses must have a minimum finished living area of 1700 square feet on the first floor and 400 square feet on the second floor.





(b) Two story houses must have a minimum finished living area of 1250 square feet on each floor. No basement area is to be considered in this minimum requirement.

(c) Split level houses must have a minimum finished living area of 1800 square feet on the first two floors; finished area in the basement is not considered to meet this minimum.

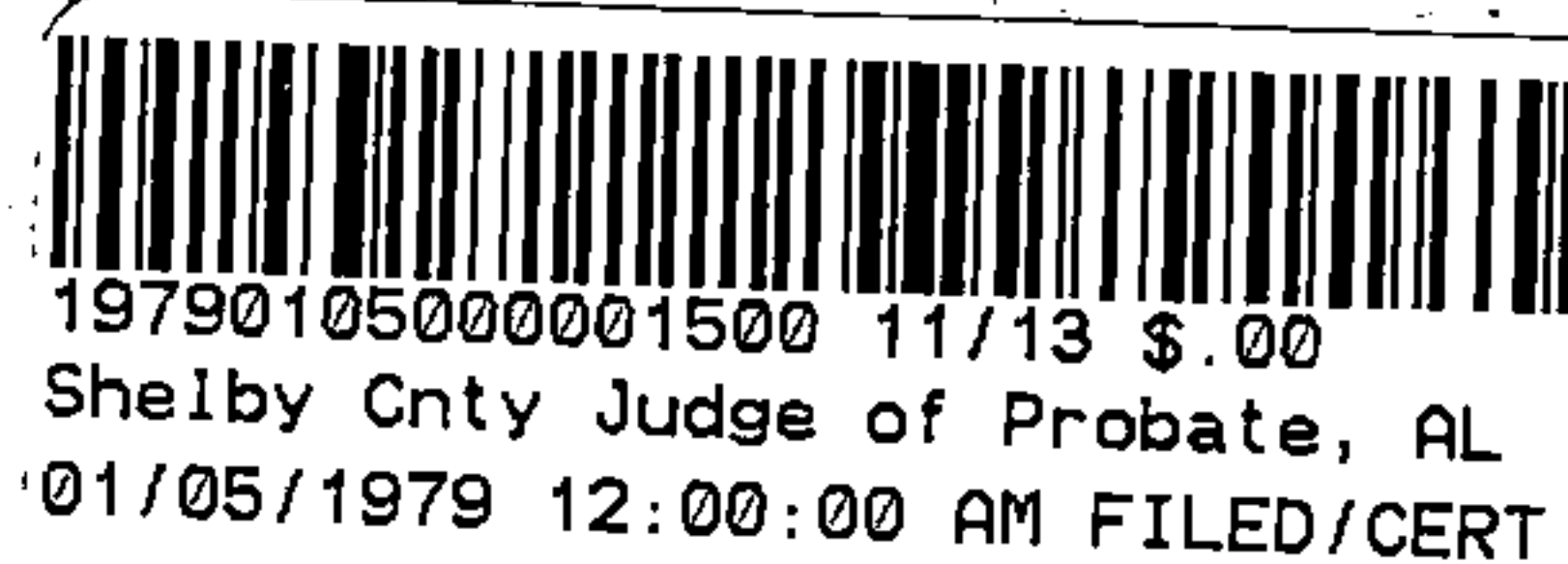
(d) A single level house, built on full basement, crawl space or slab, must have a minimum finished living area of 1800 square feet and finished area in basement shall not be included to meet this requirement.

14.10 Driveways: All driveways must be concrete and be side or rear drives. No front entrance driveways are allowed.

14.11 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.

15. EASEMENTS: Except with prior written permission from River Oaks Dev., Inc., or when so designated by same, or from the Architectural Control 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 covenants. Acres, Inc. may cut drainways for surface water wherever and whenever such action may appear to River Oaks Dev., Inc. to be necessary in order to maintain reasonable standards of health, safety and appearance. 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 reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner





as to divert the flow of water onto an adjacent lot or lots. The provision hereof shall not be constructed to impose any obligation upon River Oaks Dev., Inc. to cut such drainways.

15.1 Grading: Acres, Inc. may at any time make such cuts and fills upon any parcel of the 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 property and to drain surface waters therefrom; and may assign such rights to Shelby County or to any municipal or public authority; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with the plans and specifications approved by the Architectural Control Committee as provided herein, the rights of Acres, Inc. under this section shall terminate with respect to all parts of each parcel other than the easement area thereof, except that Acres, Inc. or any such municipal or public authority shall thereafter have the right to maintain existing streets and drainage structures.

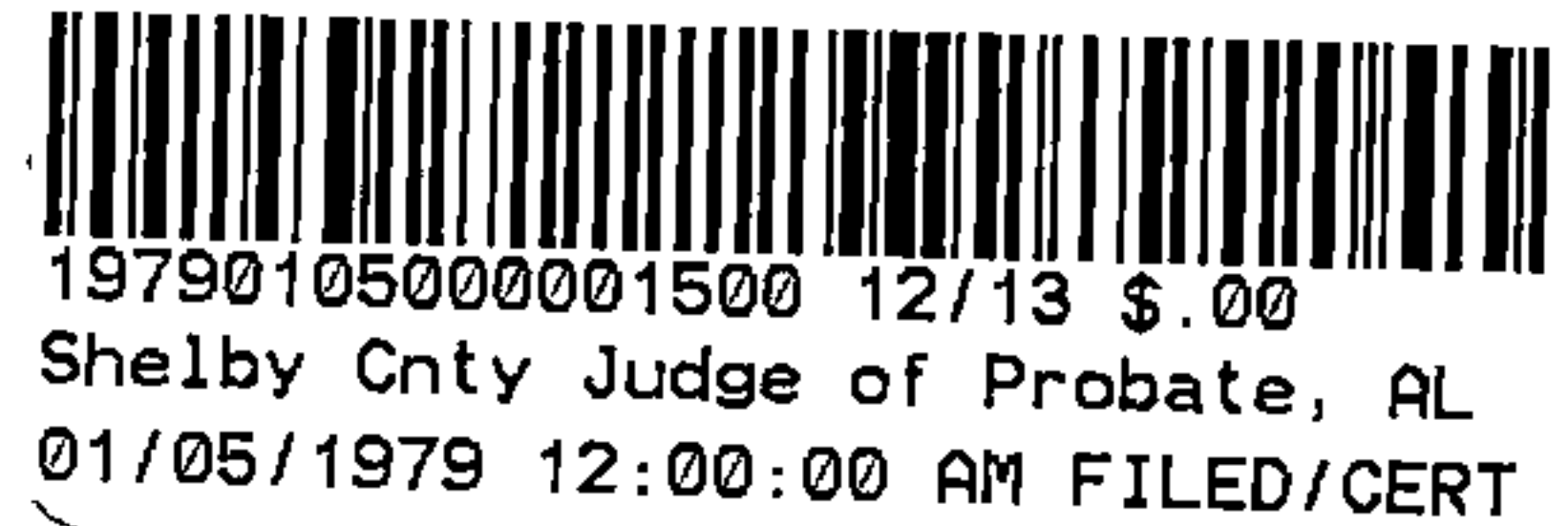
16. GENERAL:

16.1 Grantee's Acceptance: The grantee of any parcel subject to the coverage of these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Acres, Inc. or a subsequent owner of such parcel, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained.

16.2 Indemnity For Damages: Each and every parcel owner and future parcel owner, in accepting a deed or contract for any parcel subject to these restrictions, agrees to indemnify River Oaks Dev., Inc. for any damage caused by such owner, or the contractor, agent or employees of such owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines.

16.3 Severability: Every one of the provisions and restrictions herein contained is hereby declared to be independent of, and sev-





erable from the rest of the provisions and restrictions and of and from every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidation by any court of any provision or restriction in this restriction shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

16.4 Right Of Acres, Inc. To Modify Restrictions

With Respect To Unsold Parcels: With respect to any unsold parcel, River Oaks Dev., Inc. may include in any contract or deed hereinafter made or entered into, modifications and/or additions to these restrictions.

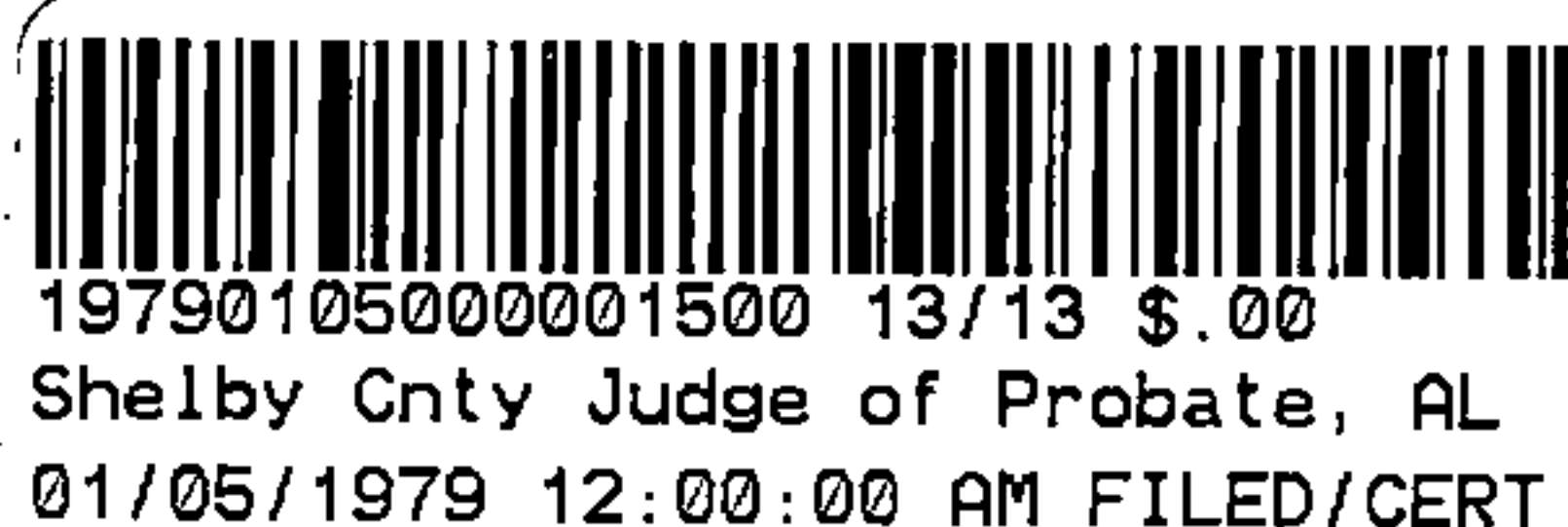
16.5 Captions: The captions preceding various paragraphs and sub-paragraphs of these restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

16.6 Effect Of Violation On Mortgage Lien: No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of the property.

16.7 No Reverter: No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

16.8 Duration and Amendment: The restrictions contained in these Restrictions shall run with and bind the property, shall inure to the benefit of and shall be enforceable by the Architectural Control Committee and the owner of any parcel included in the property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2006, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years.





17. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed hereunto on this the 27<sup>th</sup> day of December, 1978.

ACRES, INC.

By Daniel M. Spitler  
Its President

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel M. Spitler, whose name as President of Acres, Inc., a corporation, is signed to the foregoing Restrictions, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictions, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 27<sup>th</sup> day of December, 1978.

Virginia T. Lewis  
Notary Public

This Instrument was prepared by:

Daniel M. Spitler  
Attorney at Law  
Suite 100 - Spitler Building  
1970 Chandalar South Office Park  
Pelham, Alabama 35124

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1979 JAN 5 AM 9:28

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

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Jud. 1.00  
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