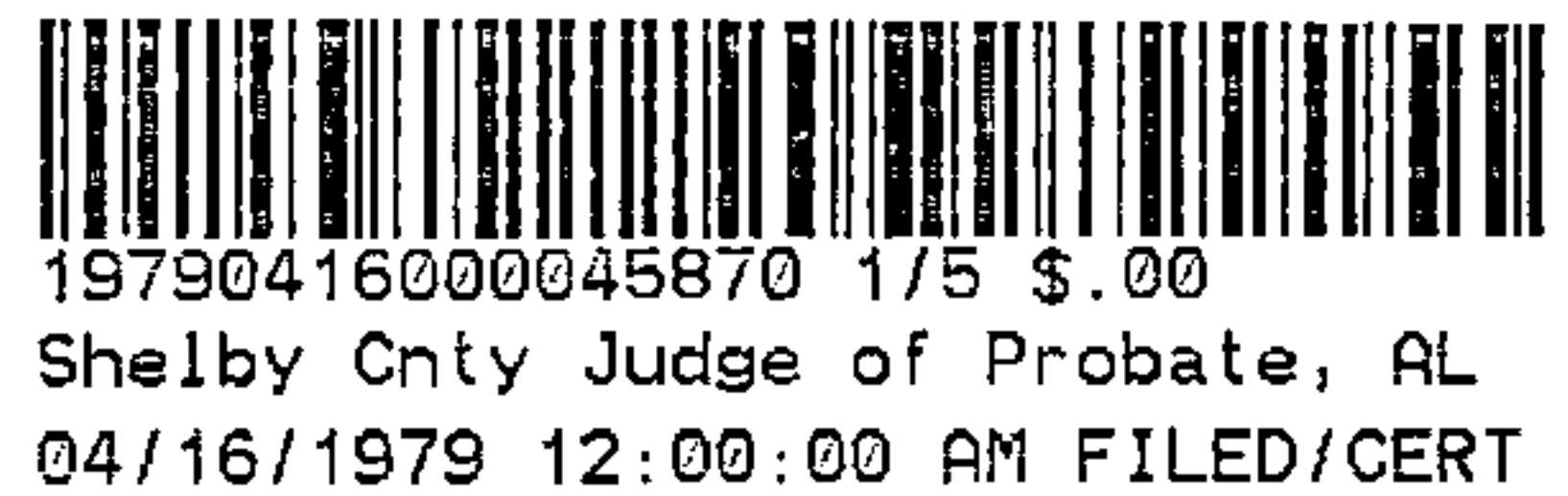


STATE OF ALABAMA )  
COUNTY OF SHELBY )



625  
SUBDIVISION PROTECTIVE COVEANTS

PART A---PREAMBLE

Whereas, Pine Crest Homes, a Corporation, having its principal office in the City of Birmingham, doing business under the laws of the State of Alabama, is the record owner of the following described lands and parcels of land, lying and being situated in the County of Shelby, State of Alabama.

Survey of Old Virginia as recorded in  
Map Book 7, Page 117, in the Office of the  
Judge of Probate of Shelby County, Alabama.

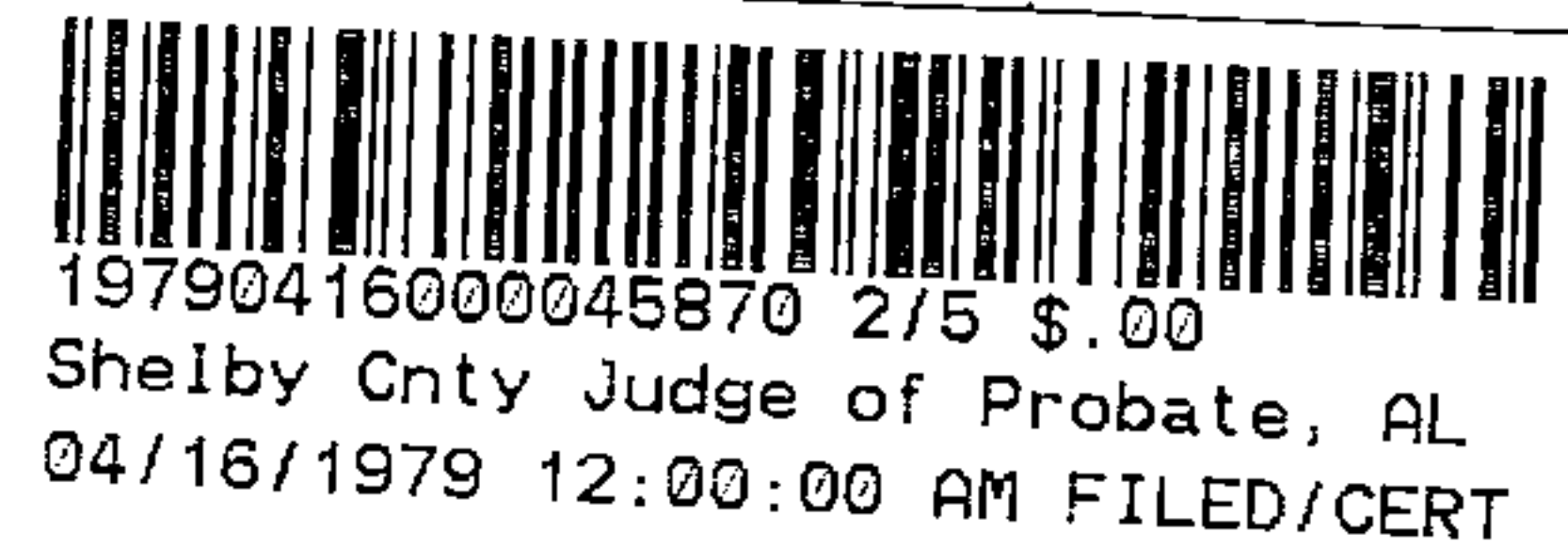
Whereas, the said corporation is desirous of establishing certain building above shall be subject to the building restrictions, limitations, and protective covenants hereinafter set out and undersigned does hereby adopt the same and agrees that they shall be applicable to all lots in said Survey of Old Virginia.

Part B---AREA OF APPLICATION

The said Pine Crest Homes, Inc. has executed this instrument by its Vice-President, Henry A. Drake, and does hereby agree that all of its successors and assigns shall be bound by the building restrictions, limitations and protective covenants hereinafter set out in their entirety and all of said building restrictions, limitations and protective covenants shall apply to the property described in Part A, above set out.

PART C---RESIDENTIAL AREA COVENANTS

The building restrictions, limitations and protective coveants are as follows:



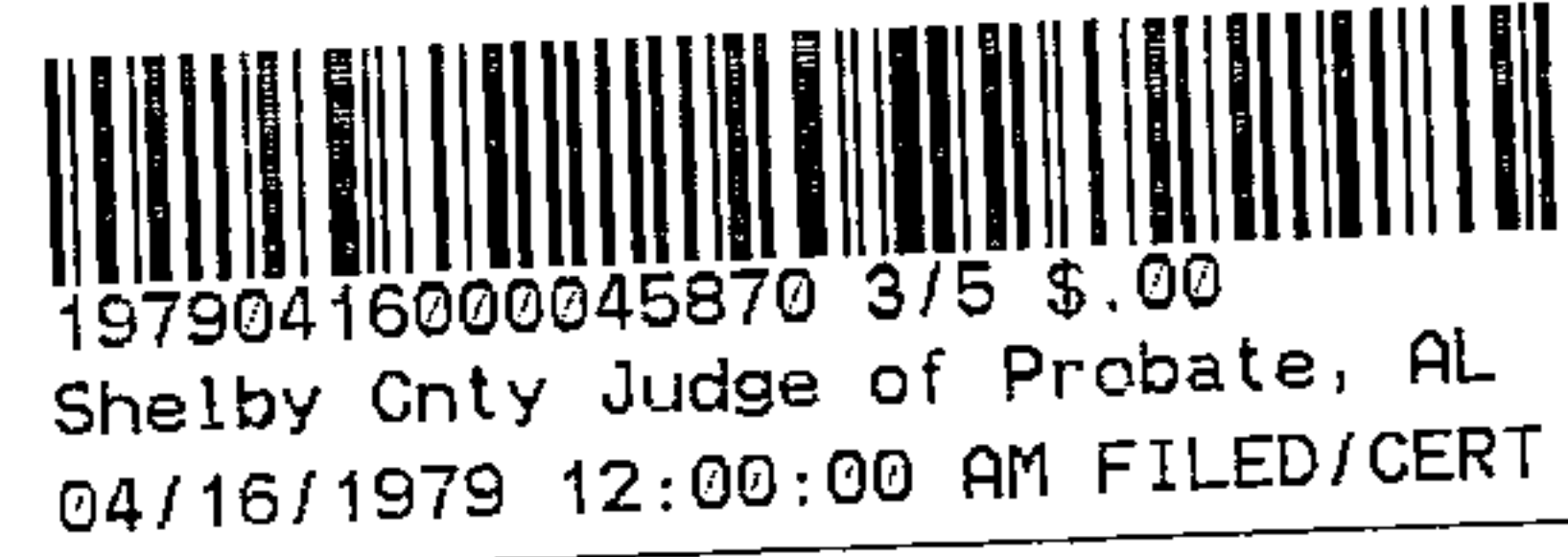
1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as provided in Part D.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1000 square feet for a one-story building, nor less than 900 square feet for a dwelling of more than one story.

4. BUILDING LOCATION. No building shall be located on any lot nearer than or the front line or near to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty-five feet to the front line, or nearer than twenty-five feet to any side street line. No building shall be located nearer than eight feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than twenty-five feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not





considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than fifty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

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 outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No temporary building, servant's houses, stables, garages, or other building shall be built and used for residential purposes prior to the completion of the dwelling house on said lot in accordance with these restrictions.

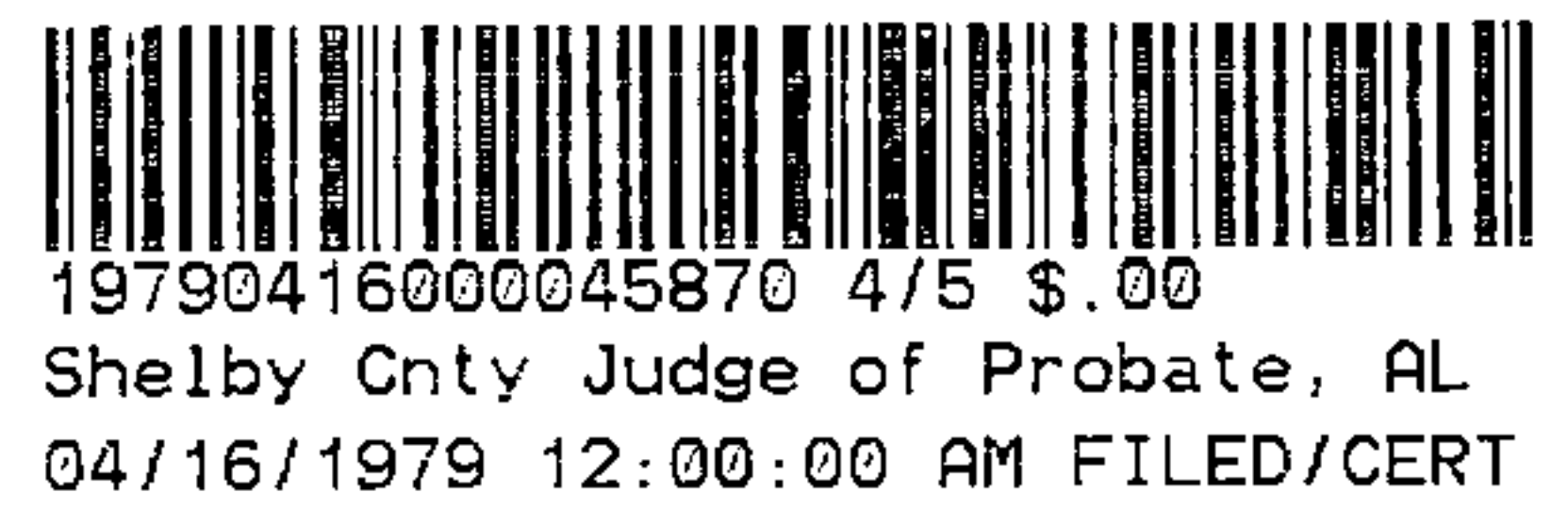
10. No fences and walls above the grade of the lot shall be erected nor growing hedges planted and maintained on said property in from on the front line of the residence.

11. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written consent of Pine Crest Homes, Inc., its successors or assigns.

12. No animals or fowls may be kept on premises except not more than two dogs or two cats which shall be confined to premises.

13. All occupancy or ownership of the residence located on said lots shall comply with the zoning regulations of the County of Shelby, Alabama.

14. No boats, house trailers, campers or similar type vehicles can be parked in front of or in the driveway of individual homes; nor can the residents do extensive repair work on automobiles in from of or in the



driveway of the houses constructed on the above-referenced lots.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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.

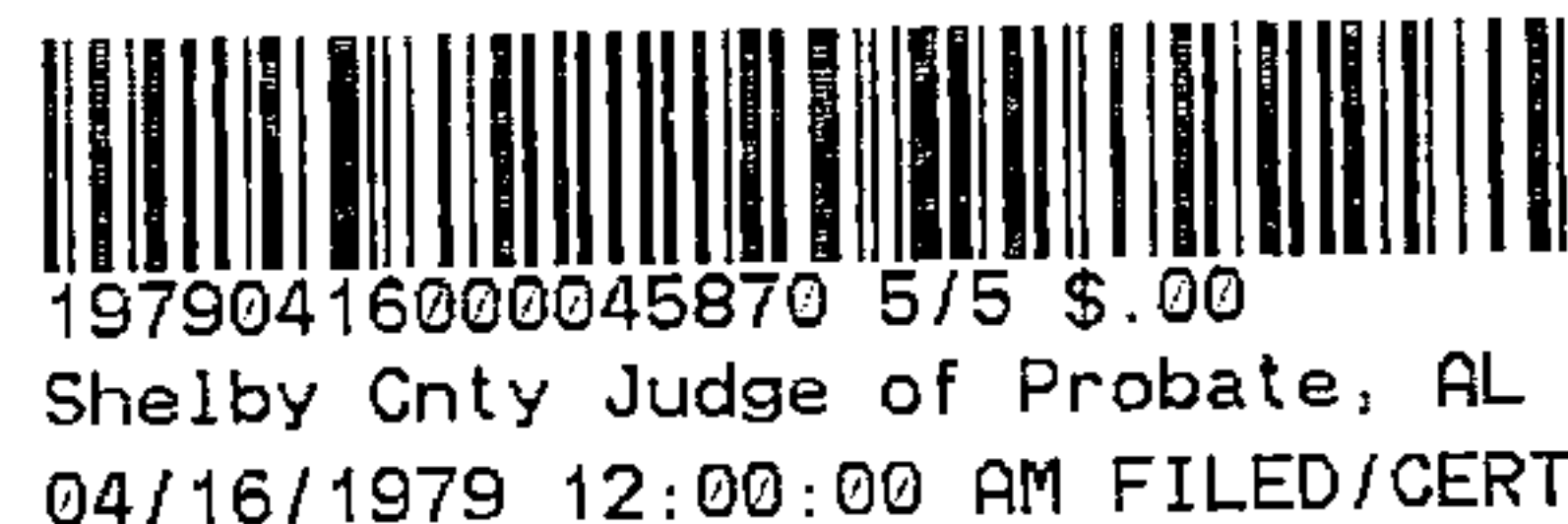
16. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition.

PART D--ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The architectural control committee is composed of Pine Crest Homes, Inc., whose addresses are Birmingham, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.





PART E---GENERAL PROVISIONS

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. ALTERATIONS. Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled, or amended at any time by Pine Crest Homes, Inc., its successors and assigns, and without the consent of any of the grantees or subsequent pruchasers of any of said lots.

IN WITNESS WHEREOF, the said Pine Crest Homes, Inc., a corporation, has hereunto set its signature, by Henry A. Drake, its Vice-President, who is duly authorized to execute this instrument in its behalf on this the 11th day of April, 1979.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1979 APR 16 AM 8:56  
STATE OF ALABAMA

COUNTY OF SHELBY  
JUDGE OF PROBATE

Rec. 7.50  
ind 1.00

850

Henry A. Drake, V.P.  
Pine Crest Homes, Inc., Vice-President

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry A. Drake, whose name as Vice-President of Pine Crest Homes, a corporation, is signed to the forgoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with with full authority, has executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this 11th day of April, 19 79.

Janet M. Bennett  
NOTARY PUBLIC

My commission expires 4/3/80.

BOOK 30 PAGE 366