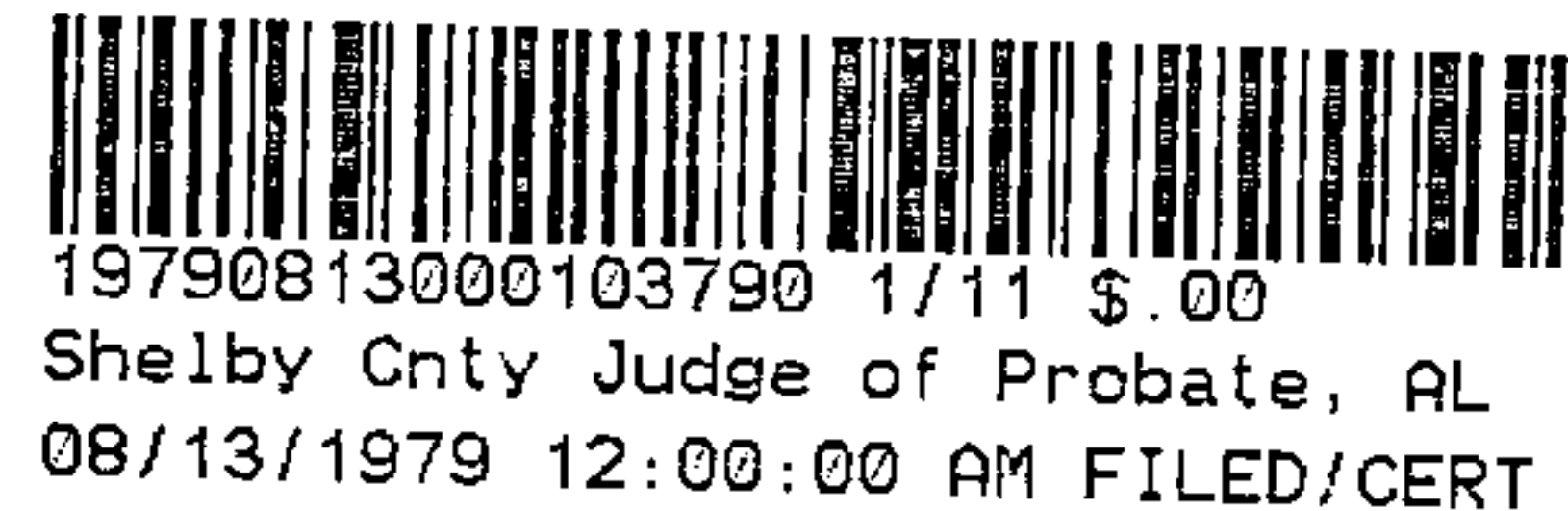


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SOUTHERN PINES

DECLARATIONS OF PROTECTIVE COVENANTS

STATE OF ALABAMA
COUNTY OF SHELBY

WHEREAS, K & C DEVELOPMENT CORPORATION, an Alabama corporation and other owners (herein referred to as "K & C"), are the owners of certain lots and tracts of land known as Southern Pines, located in Shelby County, Alabama, as recorded in Map Book Page in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, K & C desires to subject said property and each lot located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein referred to collectively as "restrictions") for the benefit of all lots in the said Subdivision, and the future owners of said lots.

NOW, THEREFORE, K & C does hereby proclaim, publish and declare that all of said lots in said Subdivision are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon K & C and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions contained shall apply to Southern Pines, and shall not apply to any other land owned by K & C.

ARTICLE 1

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1. 1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all the other lots there-in, to create reciprocal rights between the respective owners of said lots, and to create a privity of contract; and estate between the grantees of said lots, their heirs, successors and assigns.

BOOK 32 PAGE 129

182 Ave. N. 35030

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1. Concept. It is intended that the Subdivision will be a residential community of high esteem and quality homes.

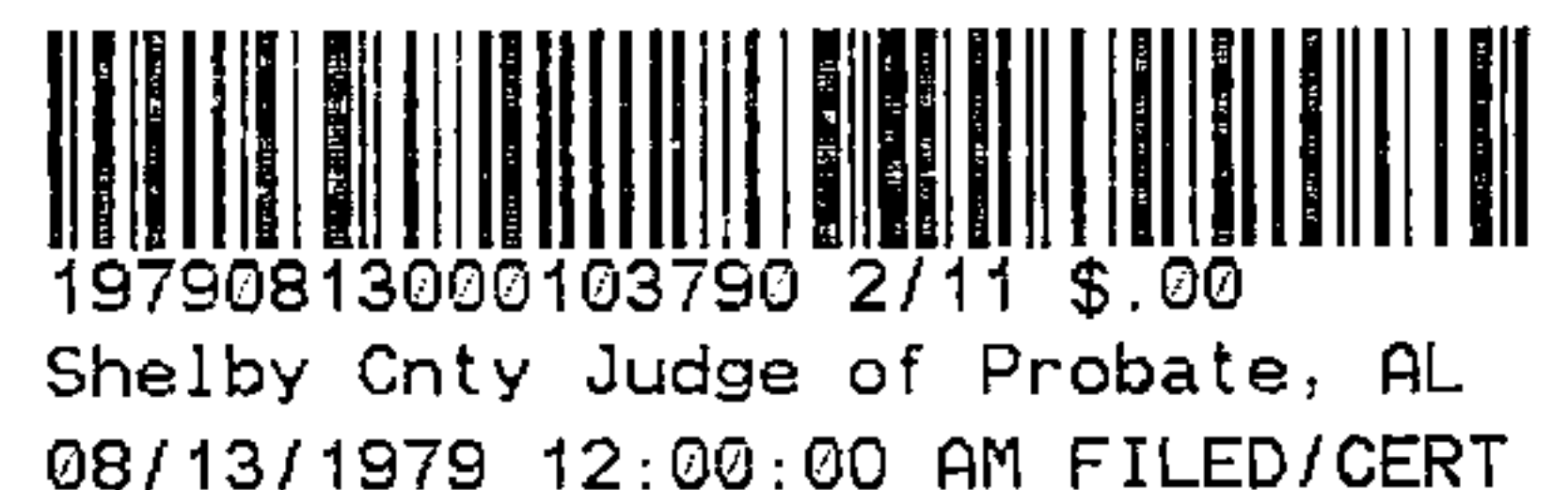
2.2. Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members and at all times, regardless of the number on the Committee, at least two-thirds (2/3) of the membership of the Committee shall be composed of owners of lots in the Subdivision. Provided, however, that K & C reserves the right to appoint the initial and successor members of the Committee, or until K & C elects to terminate its control of the Committee, whichever shall first occur. The initial committee members upon recording of these covenants will consist of Victor Kyatt, Ed Castleberry, Thurman Wilson and James Kelly.

After all the lots have been conveyed and houses constructed thereon, the powers, duties, authority and responsibilities of the Committee shall be assumed and exercised by the Homeowners' Association or Association's established in accordance with Article VI hereof.

The primary duty of the Committee shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on lots within this subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

2.3. Plan Approval. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval of the Committee. Said plans should be delivered to the general office of K & C at least thirty days prior to construction and will be retained by the Committee. Each such plan must include the following.

2.4.1. All plans for structure shall be not less than 1/8" = 1' scale.



2.4.2. All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3. All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.

2.4.4. The foundations and floor plan(s) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5. The site plan shall show all outlines, setbacks, drives, fences, and underground trench locations at a scale of 1" = 20'.

After the plan and site plan for the structure is approved, the house or other structure may be staked out and construction started. All tree cutting and grading will be performed as to protect and maintain a natural surrounding for the lot or lots.

2.5. Design Criteria, Structure

2.5.1. It is the intent of this development to maintain itself with as many natural surfaces and textures as is possible. The following exterior materials, among others, are acceptable:

- (a) Brick in natural earth tones (No exposed block will be permitted.)
- (b) Vertical or horizontal wood siding, stained or bleached.
- (c) Stone.
- (d) Wood shakes or natural-colored asphalt shingles, or slate roofing. White roofing is not acceptable.
- (e) Stucco and/or masonite, in limited quantities in natural earth tones/paint.

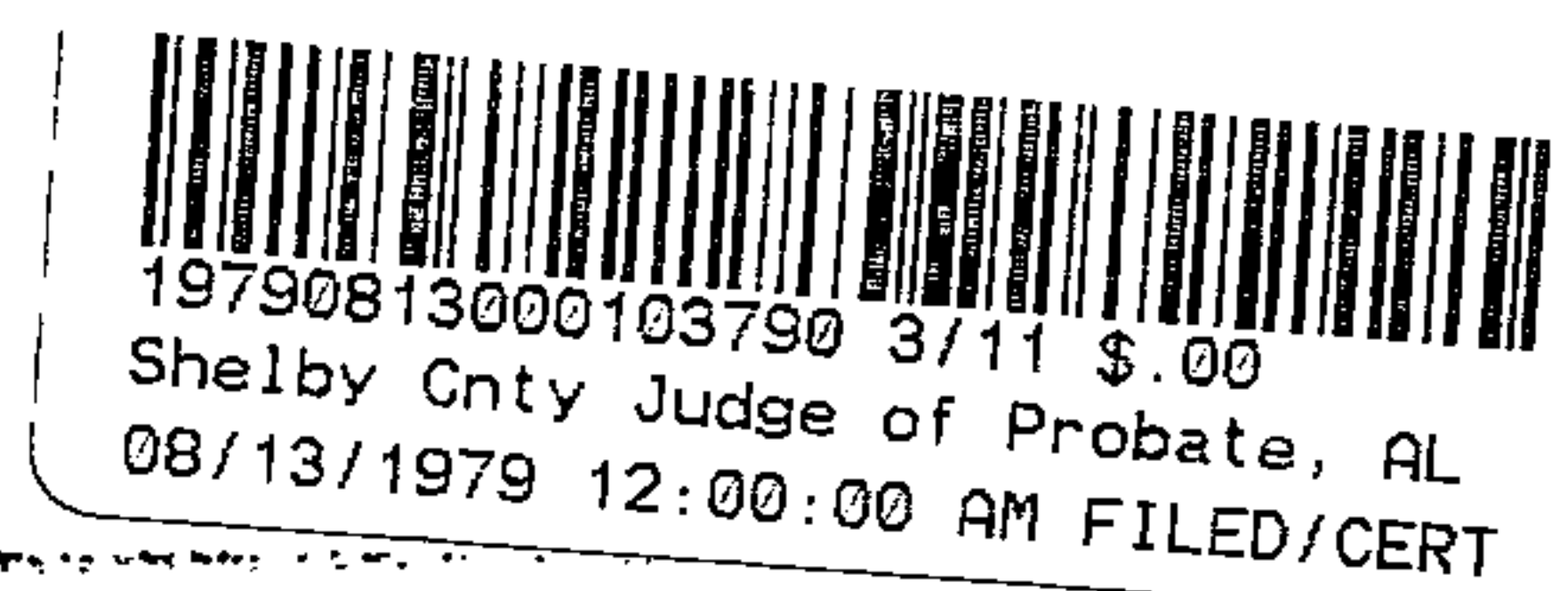
It is the intent, this criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation.

2.5.2. Openings of garages should not be visible from the street, except in cases where it is unavoidable.

2.5.3. No window air conditioner shall face the front or the side of a residence.

2.5.4. All outside radio and T.V. antennas shall be installed in such a way as not to be offensive from the main road and shall be placed on the back side of the roof or back side of the chimney.

2.5.5. An effort will be made for all plumbing or heating vents to be placed on the back side of the roof. All vents and/or pipes protruding from roofs will be painted the same color as the roof covering.



2.5.6. Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.

2.5.7. Dust abatement and erosion control measures shall be provided by the contractor or owner in all stages of construction.

2.5.8. All driveways and walkways will be concrete, black-top paving, brick or stone.

2.5.9. All mailboxes shall be designed in accordance with the overall architectural scheme of the residency, and will be a minimum of 4 x 4 Cedar.

2.5.10. No structure shall be located on any lot or lots nearer to the front line or nearer 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 35 feet to the front line, or located nearer than 15 feet to an interior lot line. No dwelling shall be located nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

2.5.11. All building debris, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Southern Pines without approval of K & C.

2.5.12. During construction, builder must keep homes and garages clean and yards cut.

2.5.13. There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.

2.5.14. Landscaping will provide a suitable setting for the dwelling, and will maintain as much of the natural surroundings as possible.

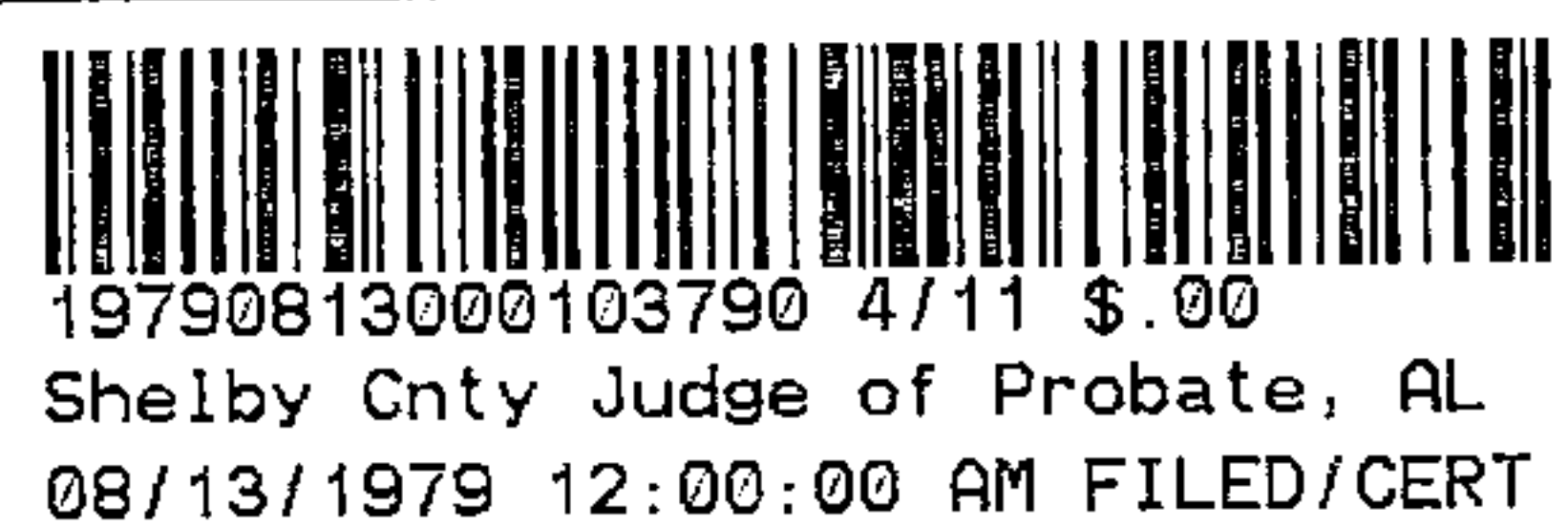
2.5.15. All fences, including fences for back yards and swimming pools, must be approved by the Committee prior to its construction. Any fences visible from the front or side street must have a wood barrier of natural earth tone color or bleached.

2.5.16. There shall be no signs nailed to trees at any time. All signs should have their own stake or post and must be removed from the lot or lots after the house has been completed and sold.

2.5.17. No outside clothes lines shall be permitted.

2.5.18. No exterior liquified fuel storage containers of any kind shall be permitted.

The Architectural Control Committee reserves the right to change, alter, and add to the above regulations from time to time at its discretion.



2.6. Neither the Committee nor any architect nor agent thereof nor K & C shall be responsible in any way for any defects in any plans or 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.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1. All lots in the Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence dwelling not to exceed two (2) stories or twenty-one (21) feet front plate height, or, on uphill lots, three (3) stories or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars. This shall not prohibit the construction of one residence upon two (2) or more lots.

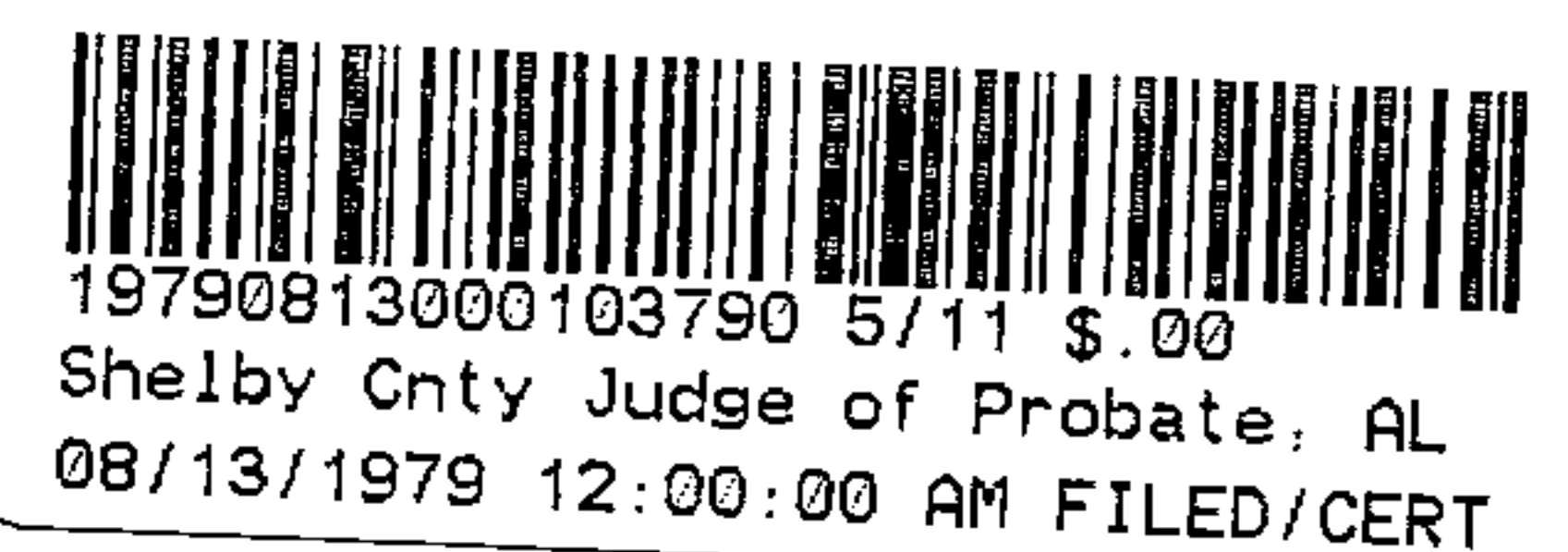
BOOK 32 PAGE 133
3.2. Except as otherwise provided, every dwelling building erected on any lot, exclusive of one-story open porches, garages and carports, shall each have not less than 1800 square feet of floor space, with ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. The first or main floor area of each such dwelling building, exclusive of one-story open porches, garages, carports and basements, shall be not less than 1800 square feet in the case of a one-story structure and not less than 1000 square feet in the case of a one and one-half, two, two and one-half or three story structure.

3.3. No more than a single family unit shall occupy any dwelling house.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.



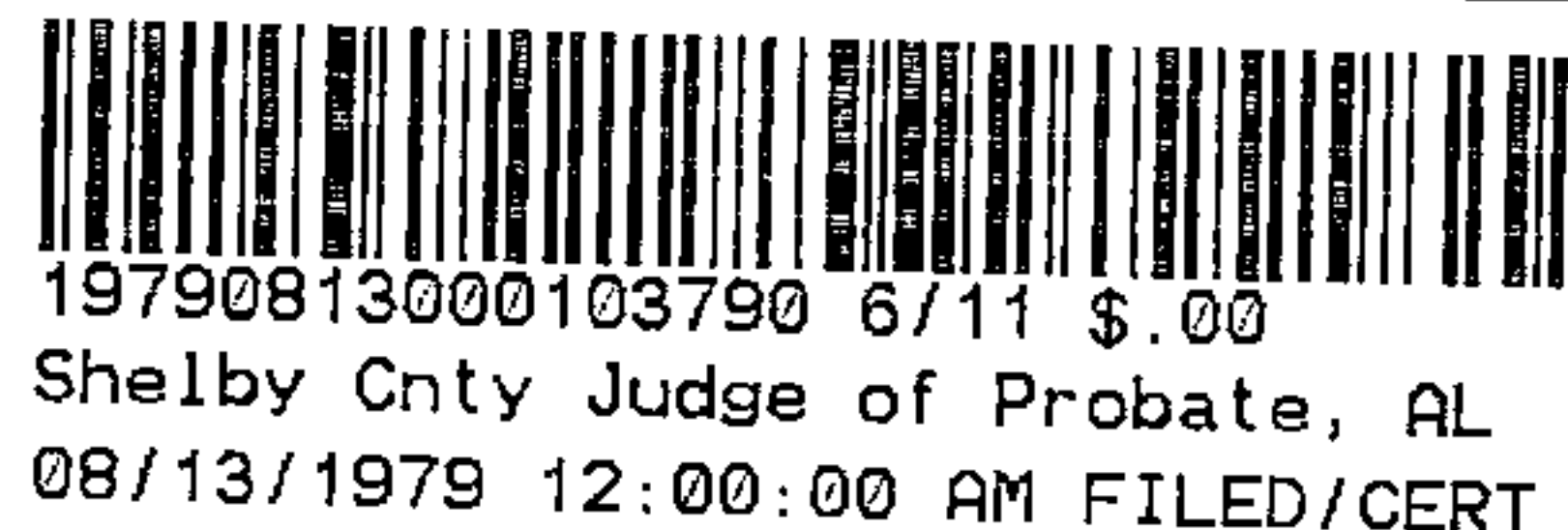
4.2. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, K & C reserves for itself and its agents the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of K & C or the Committee detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. K & C may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of K & C or the Committee to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

4.3. No animals, livestock or poultry of any kind or description except the usual household pets shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes.

4.4. No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on on any lot.

4.5. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.

4.6. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road at any time except during refuse collection. No outside burning of trash, garbage or household refuse shall be permitted.



4.7. All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods as authorized in Section 2.5.16 above, and except one professional sign of not more than one (1) square foot to advertise the property for sale during sales period. No sign is permitted to be nailed or attached to trees.

4.8. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

4.9. Any dwelling or other structure on any lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

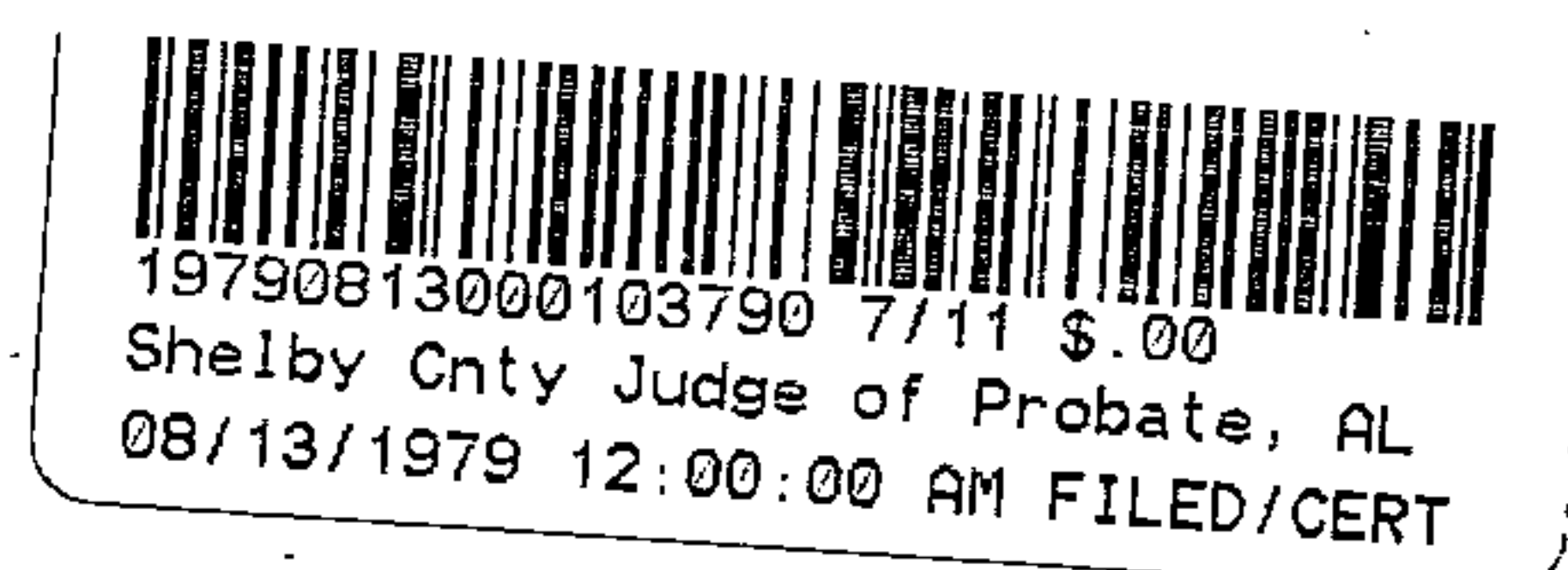
4.10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the 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. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such light-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approved by the appropriate city, county or state official or department.

4.11. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of 24 hours except in garages.

ARTICLE V

EASEMENTS

SECTION 5.1. Residential landscaping should enhance the privacy of the dwelling units, and it is hoped that the resident owners will adhere to this intent. It is intended that the natural



ground cover of the land can weave throughout the residential development without being impeded by lots totally planted in grass without recognition of the natural elements of the land.

5.2. K & C reserves for itself, its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities, on, in and over strips of land along the rear property line of each lot, and along each side line of each lot; as recorded plat with a further easement reserved to cut or fill at a 3-in-1 slope along the boundaries of all public streets or roads built in this Subdivision.

5.3. 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. K & C may cut drainways for surface water wherever and whenever such action may appear to K & C 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. The provision hereof shall not be construed to impose any obligation upon K & C to cut such drainway.

5.4. K & C reserves the right to impose further restrictions and to grant or dedicate additional easements and roadway rights-of-way on any unsold lots in the Subdivision.

5.5. K & C reserves for itself, its successors or assigns an exclusive easement for the Installation and maintenance of radio and television cables within the rights-of-way and easement areas referred to.

5.6. Every lot in the Subdivision that abuts on or lies contiguous to a lake, pond, stream or water way, natural or artificial, shall be subject to an inundation or a flowage easement to an elevation above mean sea level as established by the United States Coast and Geodetic Survey, as adapted in January, 1955,

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Shelby Cnty Judge of Probate, AL
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No permanent structure may be constructed or placed in such flowage easement area. Each lot owner also agrees, by acceptance of a deed to a lot, to assume, as against K & C, their successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to waterways.

ARTICLE VI

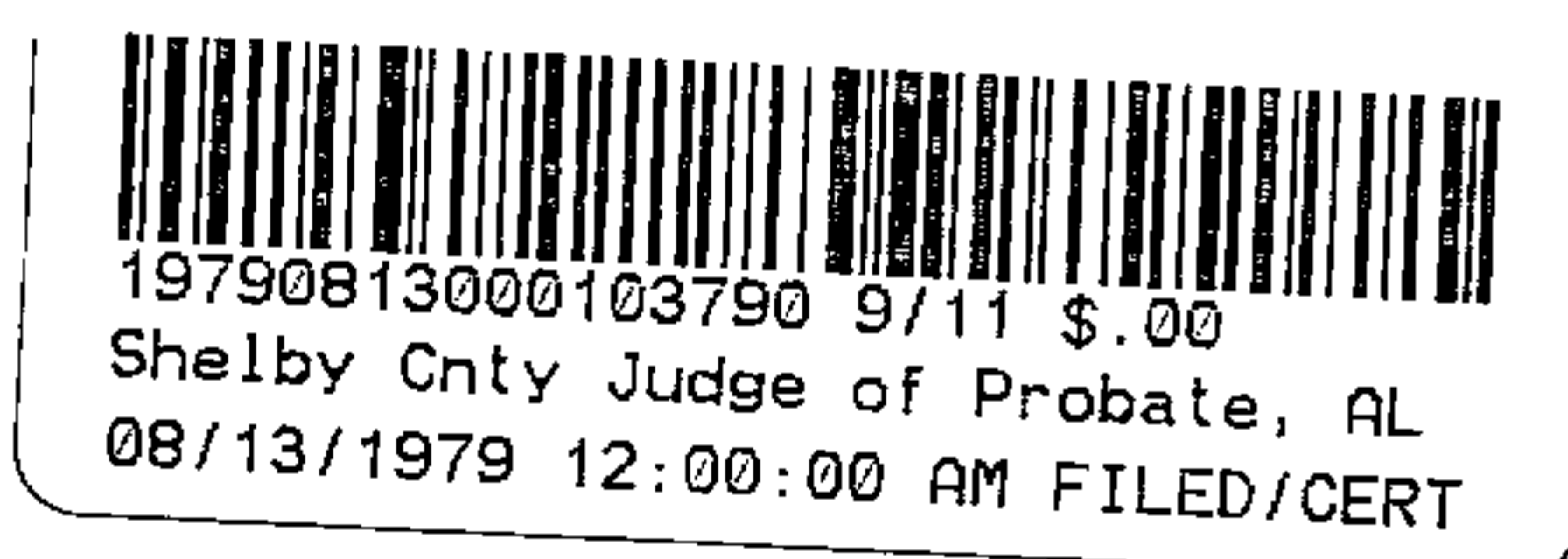
HOMEOWNERS' ASSOCIATION

SECTION 6.1. For the purpose of establishing, maintaining, operating and providing all common community services of every kind and nature required or desired within Southern Pines as designated on the plat of Southern Pines for the general use and benefit of all such lot owners, including but not limited to, road maintenance, traffic control, general planting within roadway areas, and enforcement of the restrictive covenants contained herein, each and every such lot owner and future lot owner, in accepting the deed or contract for any lot or lots in Southern Pines, agrees to and shall be a member and shall be subject to the obligations and duly enacted By-Laws, rules and regulations of the Association of the Homeowners of Southern Pines (herein referred to as the "Association") which may be incorporated or unincorporated, profit or non-profit, as the same is from time to time composed. K & C retains the right to name the directors of said Association until K & C elects to terminate its control over the Association.

ARTICLE VII

ENFORCEMENT

SECTION 7.1. In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, or family of such owner, or agent of such owner, the owner(s) of lot(s), the Association, K & C or any party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation of breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.



ARTICLE VIII

GRANTEE'S ACCEPTANCE

SECTION 8.1. The grantee of any lot 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 K & C or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained.

ARTICLE IX

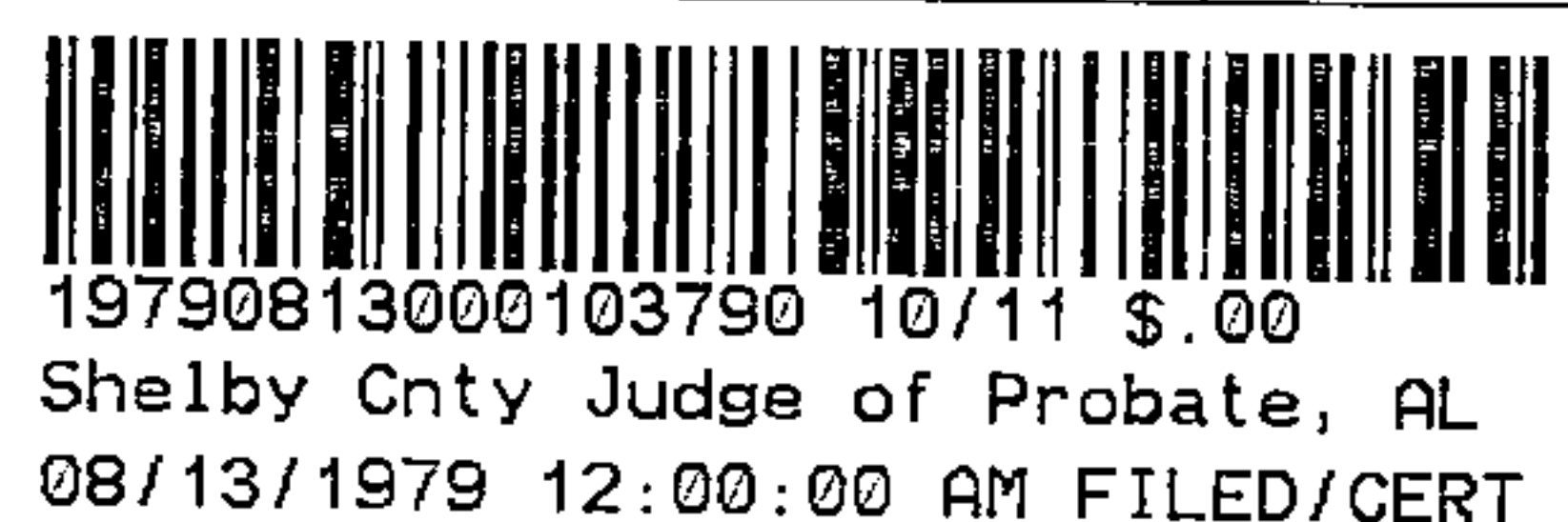
TERM AND MODIFICATION

SECTION 9.1. These covenants and restrictions shall run with the land and can be changed, modified, amended, altered or terminated only in accordance with the provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time within a period of fifteen (15) years from the date these covenants and restrictions are recorded by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of ninety per cent (90%) of the number of lots of this Subdivision. After fifteen (15) years from the date these covenants and restrictions are recorded, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of seventy-five per cent (75%) of the number of lots of this Subdivision. After twenty (20) years from the date these covenants and restrictions are recorded, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of sixty-five per cent (65%) of the number of the lots of this Subdivision.

ARTICLE X

SEVERABILITY

SECTION 10.1. Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.



10.2 K & C may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE XI
CAPTIONS

Section 11.1 The captions preceding the various paragraphs and subparagraphs 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.

IN WITNESS WHEREOF, K & C DEVELOPMENT CORPORATION, a corporation, have caused these Restrictions to be properly executed on the _____ day of _____, 197 ____.

and recorded in Miscellaneous Book _____, Page _____, in the Office of the Judge of Probate of Shelby County, Alabama.

ATTEST:

Paul T. Davis 8-13-79

K & C DEVELOPMENT CORPORATION

By [Signature]

Its President

ATTEST:

Bonnie Martin

By [Signature]

Its Secretary

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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Thomas A. Snowden, Jr.
JUDGE OF PROBATE

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