

2308

This instrument was prepared by Jack P. Stephenson, Jr.,
3000 SouthTrust Tower, Birmingham, Alabama 35203.

STATE OF ALABAMA)
)
COUNTIES OF JEFFERSON)
AND SHELBY)

SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS AND AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, 280 Associates, Ltd., an Alabama limited
partnership, and Kovach and Eddleman, an Alabama general
partnership (formerly Kovach-Eddleman Properties) (hereinafter
collectively referred to as the "Declarants") have previously
filed a Declaration of Protective Covenants and Agreements in the
Probate Office of Shelby County, Alabama in Book 37 at page 96,
and in the Probate Office of Jefferson County, Alabama in Real
Volume 2748 at page 334, (the "Original Declaration") for the
benefit of certain real property situated in Shelby County and
Jefferson County, Alabama, which is more particularly described
on Exhibit A and Exhibit B to the Original Declaration (the
"Original Property");

WHEREAS, the Original Declaration has been amended by that
certain document recorded in the Probate Office of Shelby County,
Alabama in Book 51 at page 986 and in the Probate Office of
Jefferson County, Alabama in Real Volume 2786 at page 829 (the
"Prior Amendment");

WHEREAS, the Declarants desire to sell a portion of the
Declarants' Property situated in Shelby County, Alabama, which is

Land Title

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more particularly described on Exhibit A to this Supplemental Declaration (the "Subject Property");

WHEREAS, the Declarants desire to submit the Subject Property to the Original Declaration, as amended hereby but without giving effect to the Prior Amendment, for the benefit of the real property situated in Shelby County, Alabama, currently owned by 280 Associates, Ltd. and more particularly described on Exhibit B hereto and for the benefit of the real property situated in Jefferson County, Alabama, currently owned by Kovach and Eddleman and more particularly described on Exhibit C hereto (the property described on Exhibit B and Exhibit C, shall hereinafter collectively be referred as the "Declarants' Property");

NOW, THEREFORE, the Declarants do, upon recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Original Declaration, as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner suitable in architectural design and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title and interest in the Subject Property or any part thereof, and shall be for the benefit of the Declarants as the owners of the Declarants' Property and shall inure to the benefit of and be binding upon each successor in interest thereof.

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ARTICLE I

The Declarants hereby restate Sections 1.01 through and including 1.05 of the Original Declaration without any change whatsoever and hereby declare that said provisions of the Original Declaration shall be binding upon the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and shall inure to the benefit of the owners of the Declarants' Property and their successors in interest.

ARTICLE II

The Declarants hereby restate Sections 2.01 through and including 2.08 of the Original Declaration without any change whatsoever and hereby declare that said provisions of the Original Declaration shall be binding upon the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and shall inure to the benefit of the owners of the Declarants' Property and their successors in interest.

ARTICLE III

The Declarants hereby restate Sections 3.01 through and including 3.04 of the Original Declaration without any change whatsoever and hereby declare that said provisions of the Original Declaration shall be binding upon the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and shall

inure to the benefit of the owners of the Declarants' Property and their successors in interest.

Notwithstanding the provisions of the Prior Amendment, the terms, conditions and provisions of Section 3.03 of the Original Declaration shall apply to the Subject Property without any change whatsoever and without giving effect to the aforesaid amendment.

Notwithstanding the provisions of Section 3.05 of the Original Declaration to the contrary, the Declarants reserve the right for the Committee (as defined in the Original Declaration) to approve the exterior design of all structures constructed on the Subject Property, including without limitation, standard building plans for any nationally recognized retail store, restaurant, drive-in restaurant, hotel, or motel.

ARTICLE IV

The Declarants hereby reaffirm and restate Sections 4.01 through and including 4.07 of the Original Declaration without any change whatsoever and hereby declare that said provisions of the Original Declaration shall be binding upon the Subject Property and all parties having or acquiring any right, title or interest in and to the Subject Property or any part thereof, and shall inure to the benefit of the owners of the Declarants' Property and their successors in interest, except that the provisions of Section 4.07(c) of the Original Declaration shall not be applicable to the Subject Property.

Notwithstanding the provisions of Section 4.08 of the Original Declaration to the contrary, all of the covenants, agreements and restrictions of Articles ~~II~~ II and III of the Original Declaration, as modified by this Supplemental Declaration of Protective Covenants and Agreements, shall be binding upon the Subject Property or any part thereof and inure to the benefit of the Declarants' Property.

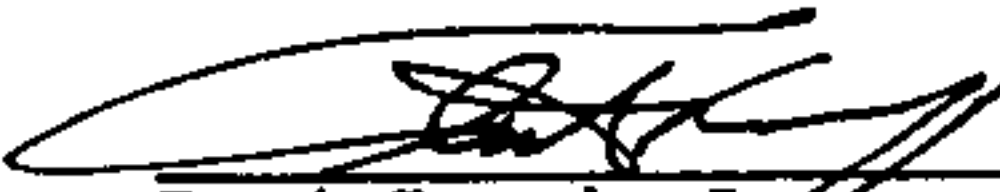
ARTICLE V

The Prior Amendment shall not be applicable to the Subject Property.

IN WITNESS WHEREOF, the undersigned as the owners of the Declarants' Property and the Subject Property have caused this Declaration to be executed as of the 17 day of

September, 1986.

KOVACH AND EDDLEMAN, a general partnership whose partners are:


Frank Kovach, Jr.


Billy D. Eddleman

280 ASSOCIATES, LTD., a limited partnership

By: 
Frank Kovach, Jr. - General Partner

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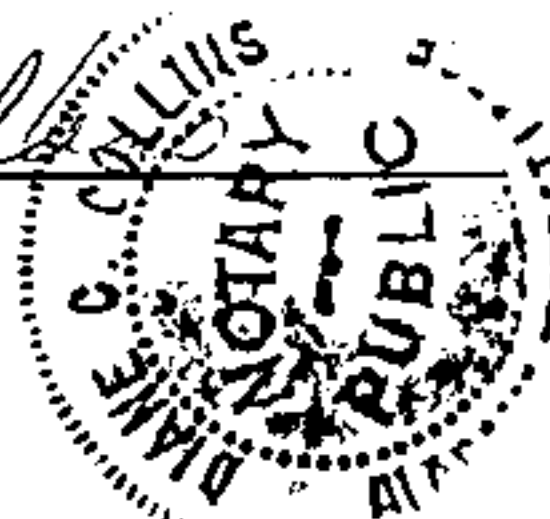
By: Billy D. Eddleman
Billy D. Eddleman - General
Partner

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify tht Frank Kovach, Jr. and Billy D. Eddleman, whose names as general partners of Kovach and Eddleman, an Alabama general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such general partners, and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal, this the 16th day of September, 1986.

Diane C. Collins
Notary Public



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify tht Frank Kovach, Jr. and Billy D. Eddleman, whose names as general partners of 280 Associates, Ltd., an Alabama limited partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such general partners, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal, this the 17th day of September, 1986.

Ramela F. Parnell
Notary Public



MY COMMISSION EXPIRES AUGUST 15, 1990

EXHIBIT "A"

Lot 14B according to the Resurvey of Lot 14 of Cahaba Park South
as recorded in Map Book 10, page 7 in the Probate Office of
Shelby County, Alabama.

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EXHIBIT "B"

Lots 11, 12, and 13 according to the Plat of Cahaba Park South as recorded in Map Book 9, page 164 in the Probate Office of Shelby County, Alabama; and

Lot 14A according to the Resurvey of Lot 14 of Cahaba Park South as recorded in Map Book 10, page 7 in the Probate Office of Shelby County, Alabama.

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EXHIBIT "C"

The SW1/4 of the SW1/4 of Section 25, Township 18 South, Range 2 West, situated in Jefferson County, Alabama.

Less and except:

A portion of Lots 6 and 7 according to the Resurvey of Lots 6 and 7 of Cahaba Park South recorded in Map Book 150, page 55 in the Probate Office of Jefferson County, Alabama, being more particularly described as follows:

A tract or parcel of land situated in the SW1/4 of the SW1/4 of Section 25, Township 18 South, Range 2 West, being more particularly described as follows:

Begin at the Southwest corner of the SW1/4 of the SW1/4 of Section 25, Township 18 South, Range 2 West; thence North along the West line of said 1/4-1/4 Section a distance of 524.51 feet to a point; thence 128 degrees 28 minutes 32 seconds to the right in a Southeasterly direction a distance of 762.53 feet to a point; thence 21 degrees 38 minutes 50 seconds to the left in a Southeasterly direction a distance of 323.18 feet to a point on the South line of said 1/4-1/4 Section; thence 165 degrees 55 minutes 18 seconds to the right in a Westerly direction along the South line of said 1/4-1/4 Section a distance of 907.31 feet to the point of beginning.

Situated in Jefferson County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 SEP 30 AM 8:34
F. R. ...
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax		—
3. Recording Fee		22.50
4. Indexing Fee		1.00
TOTAL		23.50

1

2