

STATE OF ALABAMA)
COUNTY OF SHELBY)

14/6
COVENANT

This DECLARATION OF COVENANTS is made as of the 17th
day of MAY, 1990, by Colonial Properties, Inc.
(hereinafter referred to as a "Colonial").

WHEREAS, Colonial is the owner of certain real estate located in Shelby County, Alabama, which is described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and,

WHEREAS, the Real Estate is situated within the Cahaba River-Lake Purdy Watershed (hereinafter referred to as the "Watershed"); and,

WHEREAS, The Water Works and Sewer Board of the City of Birmingham, an Alabama public corporation, (hereinafter referred to as the "Board") desires to insure that any development of, or construction on, the Real Estate shall be done so as to provide for the protection of the Watershed; and,

WHEREAS, Colonial wishes to have the Board provide water service to the Real Estate; and

WHEREAS, to induce the Board to extend water service and as one of the conditions of the Board extending water service to the Real Estate, Colonial has agreed to subject the Real Estate to the following covenants, agreements and restrictions.

NOW, THEREFORE, Colonial does hereby declare that the Real Estate shall be subject to the following covenants, agreements and restrictions, all of which shall run with the land (the Real Estate) and shall be binding upon Colonial and its successors and assigns forever.

1. That, Colonial shall develop and comply with the "Drainage Plan" prepared by Paragon Engineers, Inc. and attached hereto as Exhibit "B" and Exhibit "C" and incorporated herein by reference.

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Mark Parnell
2101 G. H. Adams Dr. Suite 101

2. That, in accordance with the Drainage Plan prepared by Paragon Engineers, Inc., Colonial shall provide: that all roof drainage is to flow over grassed areas whenever possible before spilling onto impervious areas; that all curbing shall be cut or placed so as to prevent any by-pass of runoff from the Real Estate; and, that the installation of a trench grate and frame shall be constructed in the manner and to the specifications set forth in Exhibits "B" and "C".

3. That, Colonial shall, as same becomes necessary, but not less than once a year, be responsible for the following maintenance of said trench grate and frame: the service of the sand filter located within the trench gate and frame shall be clean by removing $\frac{1}{2}$ inch of sand each time it is cleaned. When the sand filter gets to 4 inches thickness, additional sand shall be added to bring the sand filter back to its full thickness of 6 inches. The layer of filter fabric shall be replaced as necessary. The following maintenance of said trench grate and frame shall be hereinafter referred to as the "Maintenance Procedure".

It shall be the responsibility of Colonial to provide to the Board upon the completion of each Maintenance Procedure as said Maintenance Procedure shall be necessary, but at least once each year, a written varification that Colonial has performed said Maintenance Procedure. Said written verification shall be supplied to the Board in accordance with the notice procedure set forth below.

4. That, in the event Colonial shall fail to provide to the Board the written varification as set forth in the preceding paragraph, or shall fail to perform the Maintenance Procedures when same shall become necessary, the Board and/or its agent shall have the right to enter the Real Estate to perform said Maintenance Procedure. In the event the Board and/or its agents are required to enter the Real Estate to perform said Maintenance Procedure, Colonial shall be liable to the Board for its costs in performing said Maintenance Procedures.

5. That, in the event Colonial should become liable to the Board for the Board's costs as set forth in the preceding paragraph, and Colonial fails and/or refuses to pay and/or reimburse the Board for said costs, and the Board obtains legal counsel to collect said costs, Colonial shall also be liable to the Board for costs of court, litigation expenses, and reasonable attorneys fee.

6. That, in the event Colonial shall breach any provision of this covenant, the Board shall be entitled to seek from a court of competent jurisdiction an order for specific performance. In the event the Board seeks an order for specific performance, Colonial agrees to be liable for costs of court, litigation expenses and reasonable attorneys fees.

7. Any notices required to be sent to the Board under this covenant shall be deemed to have been properly sent when mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

General Manager
The Water Works and Sewer Board
of the City of Birmingham
P.O. Box 830110
Birmingham, Alabama 35283

8. Invalidation of any provision hereby by judgment or court order shall in no way effect any other provision of this Covenant, all of which shall remain in full force and effect.

9. Should any dispute or litigation arise between any of the parties whose rights or duties are effected or determined by this covenant as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

10. This covenant shall become effective upon its recordation in the office of the Judge or Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this covenant as of the date first above written.

ATTEST:

COLONIAL PROPERTIES, INC.

By: 

Its: Secretary

By: 

Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Cathy Seeben, a Notary Public in and for
said county and in said state, hereby certify that
Thomas H. Lowder, whose name, as
President of Colonial Properties, Inc. is
signed to the foregoing instrument and who is known to me,
acknowledged before me on this day that, being informed of
the contents of said instrument, he executed the same
voluntarily on the day the same bears date.

Given under my hand and seal this the 17th day of
May, 1990.

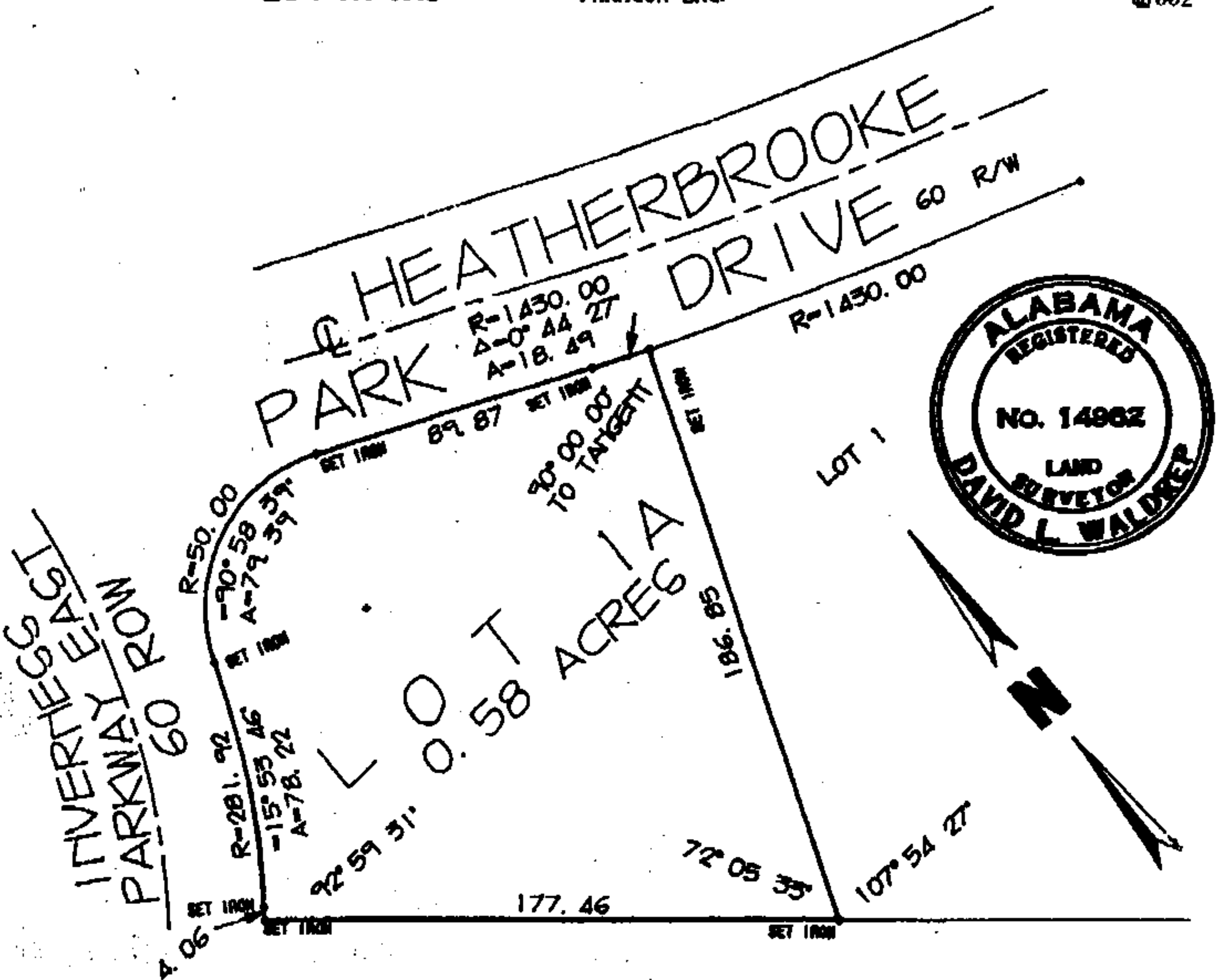
Cathy Cartwright Seeben
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 1993

THIS INSTRUMENT PREPARED BY:

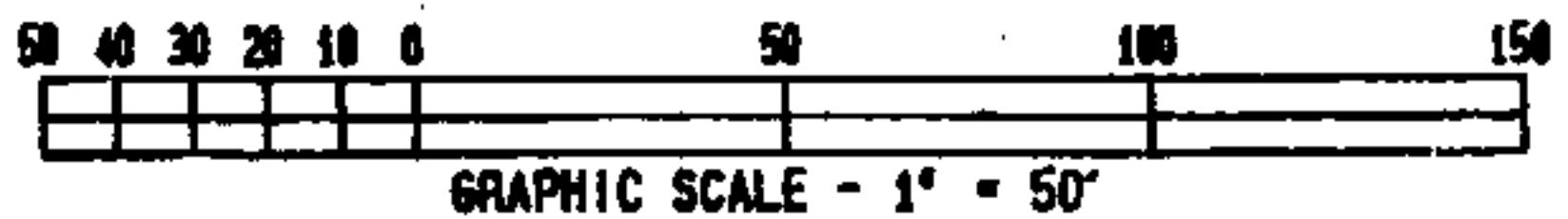
GORHAM, WALDREP, STEWART,
KENDRICK & BRYANT, P.C.
2101 6th Avenue North
Suite 700
Birmingham, AL 35203
(205) 254-3216

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STATE OF ALABAMA
SHELBY COUNTY

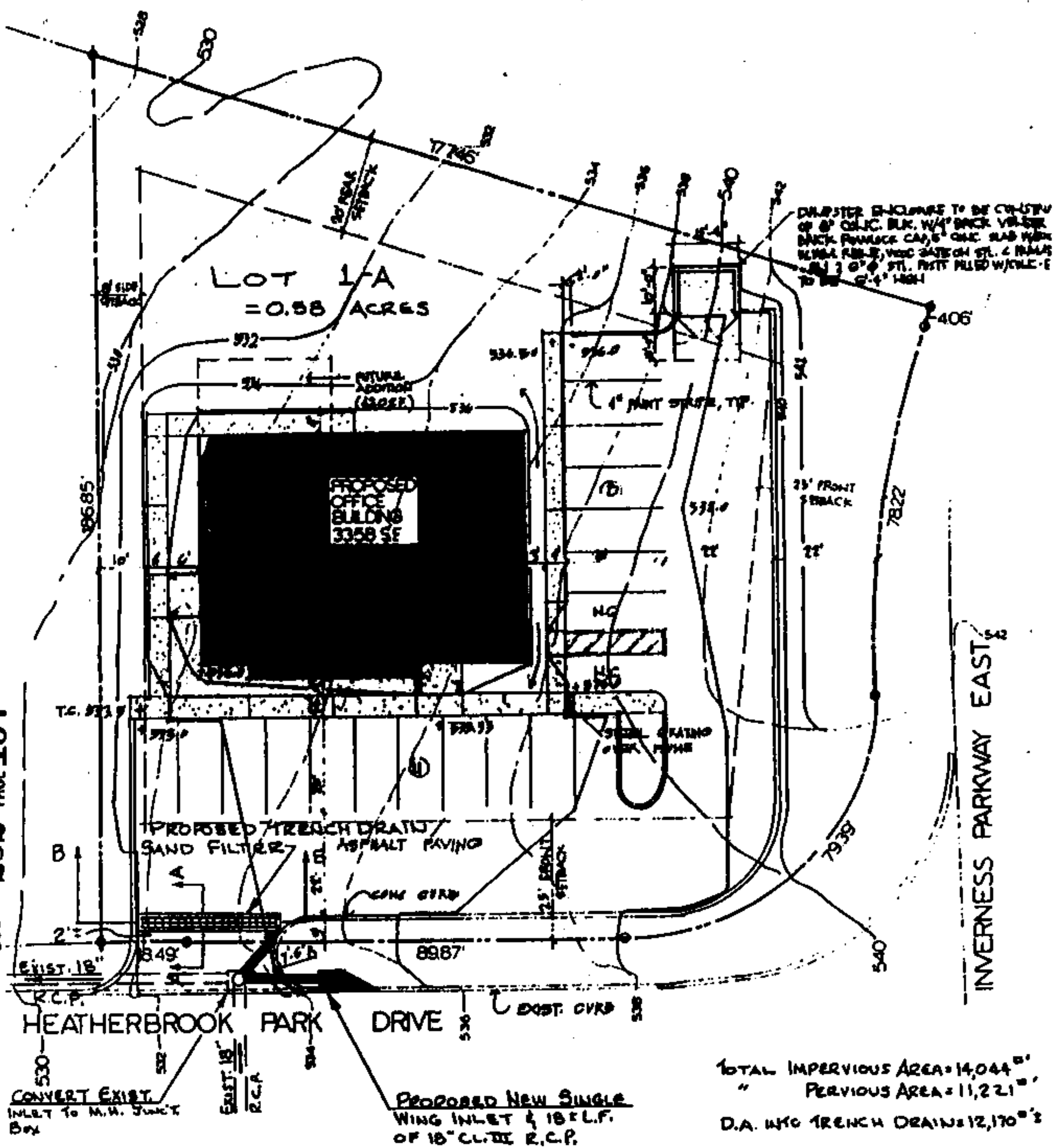


I, David L. Waldrep, a Registered Land Surveyor in the State of Alabama, hereby certify, to the best of my knowledge and belief, that the above is a true and correct copy of a survey, made in accordance with the requirements of the Minimum Technical Standards for Land Surveying in the State of Alabama, of Lot 1-A according to the survey of A Resurvey of Lot 1, Heatherbrooke Office Park as recorded in Map Book 14, Page 15 in the Probate Office of Shelby County, Alabama. The improvements now erected on said property are within the lines of same, except as shown; there are no rights-of-way, easements, or joint driveways over or across said land, visible on the surface or shown on the recorded plat, except as shown; there are no electric or telephone wires (excluding those that serve the premises only) or structures or supports therefor, including poles, anchors, and guy wires, on or over said premises, except as shown.

I further certify, to the best of my knowledge and belief, that I have consulted the Federal Emergency Management Agency Flood Hazard Boundary Map, and found the above property to be within Zone C of the Flood Prone Areas as depicted on the "Map of Flood Prone Areas 010191 0020." This is not a flood prone area.

According to a survey made by me this 16th day of May, 1990.

David L. Waldrep



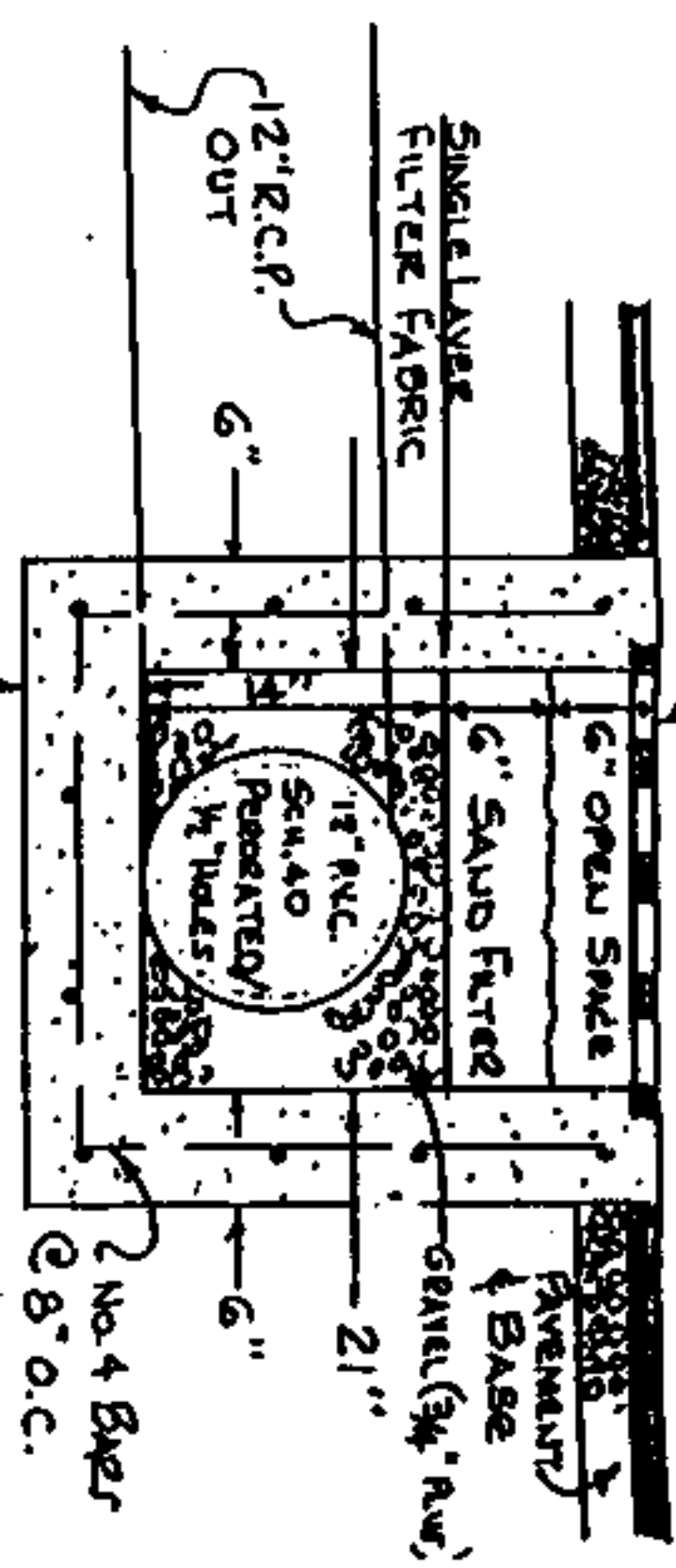
SITE PLAN
SCALE : 1" = 20'-0"

LOT 1-A, HEATHER BROOKE OFFICE PARK

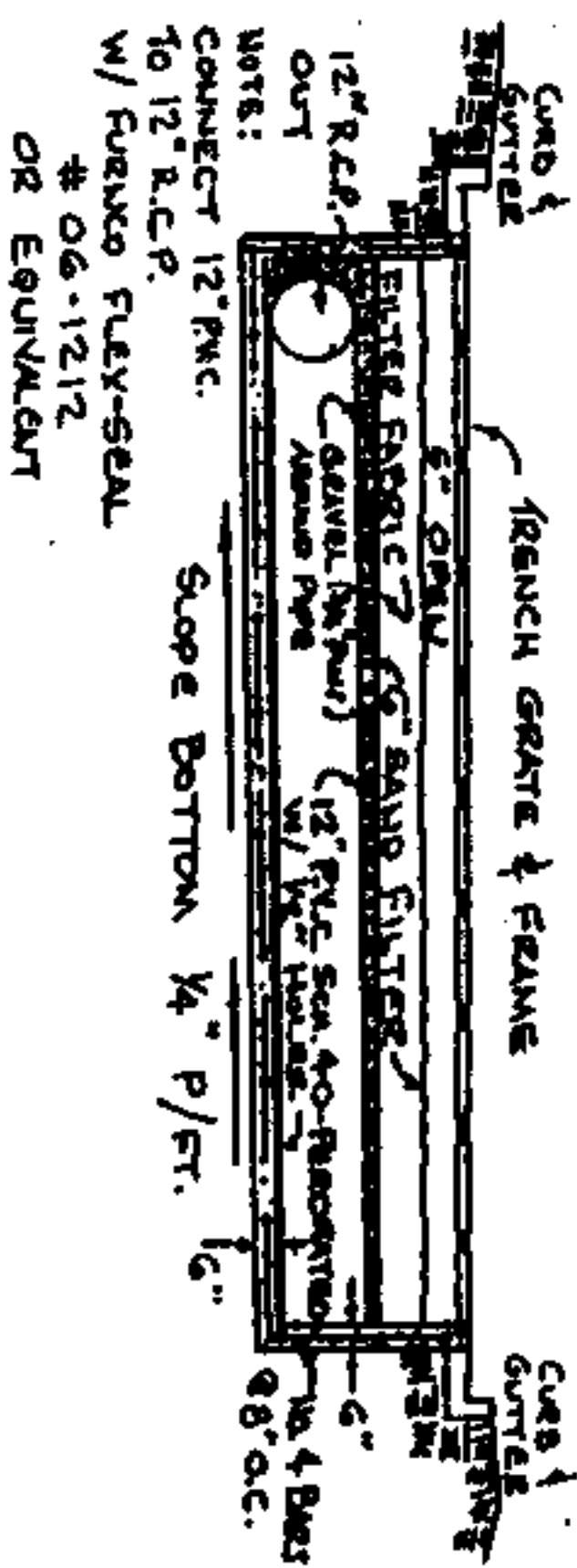
APRIL 13, 1990

PM. 939-1119

NEENAH R-4999-GX (24" X 23")
 TYPE C GRATE W/ FRAME OR
 APPROVED EQUIVALENT



SECTION "A-A"
 NTS



SECTION "B-B"
 NTS

- NOTES:
1. LOCATES SHALL BE SURE FOR
 2. ALL CONCRETE SHALL HAVE
 3. A MINIMUM COMPRESSIVE
 4. STRENGTH OF 3000 PSI AT
 5. 28 DAYS. TEST RESULTS SHALL
 6. BE SUBMITTED TO THE ENGINEER.
 7. ALL REINFORCING SHALL HAVE
 8. A MINIMUM YIELD STRENGTH OF
 9. 60,000 PSI.

1. Dead Tax	\$
2. Prop. Tax	\$
3. Int. on Prop. Tax	\$ 17.50
4. Int. on Prop. Tax	\$ 3.00
5. Not. on Prop. Tax	\$
6. Certified Fee	\$ 1.00
Total	\$ 21.50

I CERTIFY THIS
 INSTRUMENT WAS FILED

90 MAY 21 AM 10:30

Thomas J. [Signature]
 JUDGE OF PROBATE

DRAINAGE DETAILS
 LOT 1-A HEATHERBROOK OFFICE PARK

891 292 168