

STATE OF ALABAMA)
COUNTY OF SHELBY)

**REVISED DECLARATION OF RESTRICTIVE COVENANTS FOR
BROOKSHIRE SECOND SECTOR**

KNOW ALL MEN BY THESE PRESENTS: That:

WHEREAS, Randall H. Goggans, (herein "the Developer") together with Pelham Hwy. 35, an Alabama General Partnership (only as to a portion of Lot 1 as hereinafter described), has heretofore acquired fee simple title to certain real property situated in Shelby County, Alabama and has subdivided such property into sixteen (16) lots (herein "Lots") as described in Map and Survey of Brookshire Second Sector, as recorded in Map Book 16, Page 65 in the Probate Office of Shelby County, Alabama (herein the "Property"). Although not a part of this subdivision, there are four (4) parcels of lands included within the northwest 1/4 of the northwest 1/4, the northeast 1/4 of the northwest 1/4 and the northwest 1/4 of the northeast 1/4 of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama which are described in this Declaration as the "Out Parcels" and which are subject to this Declaration as hereinafter set out.

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WHEREAS, the Developer desires to develop a residential estate subdivision to be known as Brookshire Second Sector and in doing so to subject the Property to the restrictions and covenants set forth in this Declaration of Restrictive Covenants for Brookshire Second Sector (herein "the Declaration"); and

WHEREAS, heretofore, the Developer has filed in the Office of the Judge of Probate of Shelby County, Alabama a "Declaration of Restrictive Covenants for Brookshire Second Sector" (the "Original

James Burford

Covenants") which Original Covenants are recorded in Real Record 374, Page 734 in the Office of the Judge of Probate of Shelby County, Alabama. The Developer desires to void the Original Covenants and replace such Original Covenants with this Declaration.

NOW, THEREFORE, the Developer does, upon recording hereof, declare and make the Property, the Out Parcels and each of the Lots now or hereafter included in the subdivision of the Property or the Out Parcels subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property and Out Parcels in a desirable and uniform manner, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property, the Out Parcels or any part(s) thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding of and be binding upon each successor in interest to the owners thereof.

ARTICLE I

Land Use

1. The Property will be used for residential purposes only and not for any business or trade.

ARTICLE II

Building Requirements

1. MINIMUM STRUCTURE SIZE OF PRIMARY DWELLING. No Lot or Out

Parcels A(i), A(ii) or A(iii) (as hereinafter defined) or any Lot resulting from a further subdivision of the LaRussa Property as hereinafter set out in Article V paragraph 14 shall contain more than one primary dwelling (the "Dwelling") and no primary dwelling shall be erected on any Lot or Out Parcel if such Dwelling contains less than 2400 square feet of living space, for a single story Dwelling, and not less than 2600 square feet of living space in a 1 1/2 or 2 story Dwelling. Notwithstanding the foregoing, Out Parcel A(iv) (as hereinafter defined) shall not contain more than one primary Dwelling (the "Dwelling") and no primary Dwelling shall be erected on Out Parcel A(iv) if such Dwelling contains less than 2100 square feet of living space for a single story Dwelling and not less than 1500 square feet of living space on the main level on a 1 1/2 or 2 story Dwelling. Living space is defined as heated and finished area and does not include porches, garages, basements, carports or attics.

2. EXTERIOR MATERIAL. No Dwelling or out building as hereinafter allowed shall use the following materials which shall be visible on the exterior of any such building: (a) concrete block; or (b) stucco over concrete block.

3. DRIVEWAYS. All driveways servicing any Lot shall be gravel, asphalt or concrete.

4. BUILDING LOCATION. No structure, other than fences, shall be located any closer than 100 feet from Brookshire Lane (the "Road") nor shall any structure other than fences be located any closer than 50 feet from any non-Road Lot line.

5. FENCING. The Architectural Control Committee shall have the right to approve any proposed fencing. No fences to be located within 200 feet of the Road shall be constructed of wire or chain link. Only wooden fencing or fencing approved by the Architectural Control Committee will be allowed. Notwithstanding the foregoing, no fencing of any kind shall be allowed within thirty (30) feet of the right-of-way line of Brookshire Lane.

6. TEMPORARY STRUCTURES AND OUTBUILDINGS. No mobile homes or temporary dwellings, shall be built and used for residential purposes. Stables, barns, guest houses and other outbuildings shall, subject to the approval of the Architectural Control Committee, be allowed.

7. DESIGN CRITERIA. The objective of the Architectural Control Committee hereinafter established is to provide for the quality development of all of the Lots within the subdivision, and the Out Parcels.

8. SEPTIC TANKS. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining Lot or property line.

ARTICLE III

Architectural Control Committee

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE. No

structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot or Out Parcel within the Property, nor shall any existing structure upon any Lot within the Property or Out Parcel(s) be altered in any way which materially changes the exterior appearance thereof until same is submitted to and approved by the Architectural Control Committee (herein "the Committee"). The Committee will be provided with such plans and specifications which will be in a form and shall contain such information, as may be required by the Architectural Control Committee and shall include, but not necessarily be limited to:

A. a site plan of the Lot or Out Parcel showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all buildings and improvements proposed to be constructed on the Lot; and

B. a grading, and drainage plan for the Lot.

2. COMPOSITION OF THE COMMITTEE. The Architectural Control Committee ("the Committee"), until termination or modified pursuant to Article III, Paragraph 10 as hereinafter set out shall be composed of three individuals designated from time to time by the Developer who are Lot owners, however, the Developer may be on the Committee. The affirmative vote of a majority of the members of the Committee shall be required in order to issue any permit and authorizations set forth herein.

3. EVIDENCE OF APPROVAL. The approval of the Committee shall be evidenced by written permit executed by one or more of the

members of the Committee and counter-signed by the applicant therefor. The written permit shall be executed in duplicate with one copy to be retained by the applicant.

4. BASIS FOR DISAPPROVAL OF PLANS.

A. The scope of review by the Committee shall be limited to appearance and improvement location only. The purpose of the Committee is to promote quality development on the Lots and not necessarily to impose requirements concerning the type of structure or the design of such structures on such Lots and Out Parcel(s). THE COMMITTEE DOES NOT ASSUME OR ACCEPT BY THE FILING HEREOF ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS.

B. The Committee shall have the right to disapprove any plans and specifications submitted for approval for any of the following reasons:

- (1) failure of such plans and specifications to comply with the covenants and restrictions herein set forth;
- (2) failure to include information in such plans and specifications as may have been reasonably requested by the Committee;
- (3) reasonable objection to the exterior design, appearance or materials proposed to be used in any proposed structure;
- (4) incompatibility of use of any proposed structure or improvement with existing structures or uses upon other Lots in the Property;
- (5) objection to the site plan, clearing plan, drainage plan for any parcel;
- (6) failure of plans to take into consideration the

particular topography, vegetative characteristics, and natural environs of the Lot or Out Parcel;

- (7) any other matter which, in the judgment of the Committee, would render the proposed structure, improvement, or uses inharmonious with the general plan of improvement of the Property or with structures, improvements, or uses located upon Lots and Out Parcels in the Property.

C. In any case where the 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 actions were based. If no response is made by the Committee within a thirty (30) day period after submission of such plans and specifications, it shall be deemed that such plans and specifications are approved. In any such case the 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.

5. RETENTION OF COPY OF PLANS. Upon approval by the Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

6. FAILURE TO OBTAIN APPROVAL. "If any structure or improvement shall be altered, erected, placed or maintained upon any Lot or Out Parcel, or any new structure or improvement commenced on any Lot or Out Parcel, other than in accordance with plans and specifications

approved by the Committee pursuant to the provisions of this Article III, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant, and without the approval required herein, and, upon written notice from the Committee, any such structure or improvement as altered, erected, placed or maintained shall be corrected as to extinguish such violation.

If fifteen (15) days after the notice of such violation the owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or correction of the same, the Developer shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish the 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 Lot in question. The lien provided in this covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot or Out Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County prior to the recordation among the Land Records of Shelby County of the deed (or mortgage) conveying the Lot or Out Parcel in question to such purchaser (or subjecting the same to such mortgage).

7. CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any structure or improvement in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the owner

thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure or improvement and the Lot or Out Parcel on which such structure or improvement is placed, and stating that the plans and specifications, the location of such structure or improvement and the use or uses to be conducted thereon have been approved and that such structure or improvement 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 Article III, Paragraph 7, 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 or improvements on the Lot or Out Parcel, and the use or uses described therein comply with all the requirements of this Article III, and with all other requirements of this Declaration as to which the Committee exercises any discretionary or interpretive powers.

8. INSPECTION RIGHTS. Any agent of Developer or the Committee may at any reasonable time or times enter upon and inspect any Lot or Out Parcel or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot or Out Parcel and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason

of such entry or inspection.

9. WAIVER OF LIABILITY. Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent, or employee of any of the foregoing, shall be responsible in any way for (i) any failure of structures or improvements to comply with requirements of this Declaration, although a certificate of compliance has been issued; (ii) any defects in any plans and specifications submitted, revised, or approved in accordance with the foregoing provisions; or (iii) any structural or other defects in any work done according to such plans and specifications and all persons submitting 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 9 for any cause arising out of the matters referred to in this Section 9 and further agree to and do hereby release said entities and persons for any and every such cause.

10. DURATION.

A. The rights of the Developer as to the Architectural Control Committee shall terminate upon the earlier of:

(i) the date that a primary dwelling has been constructed and completed on the last Lot in the subdivision, that is to say, all Lots within the subdivision shall at that time have primary dwellings constructed upon them; or

(ii) the resignation or inability of the Developer to perform on the Committee.

B. After the Developer's involvement with the Committee has

ended, the Committee shall be comprised of at least three (3) people who are Lot owners and are designated by a majority vote of the Lot and Out Parcel owners.

C. Inactivity of the Committee shall not be deemed a waiver of the rights of the Committee.

ARTICLE IV

Out Parcels

A. (i) Out Parcel A(i) is described as follows: Commence at the NE Corner of the NE 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West; thence westerly along north line of said 1/4-1/4 section a distance of 198.12' to the Point of Beginning; thence continue along last described course 1150.0' to a point, said point being the NW Corner of said 1/4-1/4 section; thence left 90 degrees 13'-06" and run southerly along west line of said 1/4-1/4 section 606.0'; thence left 89 degrees 46'-54" a distance of 1150.00'; thence left 90 degrees 13'-06" a distance of 606.00' to the Point of Beginning.

(ii) Out Parcel A(ii) is described as follows: A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West and being more particularly described as follows: Commence at the NE corner of the NW 1/4 of the NW 1/4 of Section 19; thence South 2 degrees 4'52" West along the east line of 1/4-1/4 section a distance of 606 feet to the point of beginning; thence South 87 degrees 42'02" East 598.36 feet; thence South 4 degrees 35'10" East 152.28 feet to a point on the north right of way of Brookshire Lane; thence North 88 degrees 35'19"

West along said right of way 111.30 feet to a point of Curve to the right with a radius of 170.00 feet, through a central angle of 15 degrees 45'14", an arc distance of 46.74 feet; thence North 72 degrees 50'05" West along said right of way 474.80 feet; thence North 15 degrees 4'41" East 25.43 feet to the point of beginning, containing 1.43 acres more or less.

(iii) Out Parcel A(iii) is described as follows: A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 19, Township 20 South, Range 2 West and being more particularly described as follows: Commence at NE corner of the NW 1/4 of the NW 1/4 of Section 19; thence South 2 degrees 04'52" West along the east line of 1/4-1/4 section a distance of 484.08 feet to the point of beginning; thence along the last named course a distance of 121.92 feet; thence South 15 degrees 4'41" West 25.43 feet to a point on north right of way of Brookshire Lane; thence North 72 degrees 50'05" West 113.71 feet along said right of way to a point of Curve to the right with a radius of 498.07 feet, through a central angle of 20 degrees 28'46", an arc distance of 178.03 feet; thence North 51 degrees 21'06" East 31.64 feet; thence South 80 degrees 20'38" East 31.97 feet; thence South 77 degrees 30'16" East 49.53 feet; thence South 85 degrees 45'29" East 75.65 feet; thence North 65 degrees 38'56" East 64.71 feet; thence North 77 degrees 00'40" East 33.00 feet to the point of beginning, containing .46 acres more or less.

(iv) Out Parcel A(iv) is described as follows: A parcel of land situated in NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4

of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Beginning at the NE corner of the NE 1/4 of the NW 1/4 of Section 19; thence N 87 degrees 42'5" W along north line of 1/4-1/4 section a distance of 198.12 feet; thence S 2 degrees 4'52" W a distance of 153.61 feet; thence S 62 degrees 31'9" E a distance of 41.83 feet; thence S 31 degrees 20'25" E a distance of 40.74 feet; thence S 65 degrees 42'6" E a distance of 44.18 feet; thence S 44 degrees 15'24" E a distance of 53.40 feet; thence S 62 degrees 41'40" E a distance of 45.22 feet; thence N 41 degrees 53'25" E a distance of 70.54 feet; thence N 40 degrees 43'17" E a distance of 39.63 feet; thence N 53 degrees 51'57" E a distance of 43.49 feet; thence S 71 degrees 37'57" E a distance of 49.63 feet; thence S 77 degrees 21'20" E a distance of 40.88 feet; thence N 24 degrees 32'0" E a distance of 36.80 feet; thence N 3 degrees 52'42" E a distance of 56.13 feet; thence N 80 degrees 45'39" W a distance of 83.24 feet; thence N 41 degrees 27'37" E a distance of 51.31 feet; thence N 70 degrees 7'11" E a distance of 47.90 feet; thence N 53 degrees 51'29" E a distance of 45.11 feet; thence N 87 degrees 38'58" W along north line of 1/4-1/4 section a distance of 220.10 feet to the point of beginning, containing 1.76 acres more or less.

B. Paul G. LaRussa and Lena C. LaRussa have previously acquired Out Parcel A(i) and are simultaneously with the execution of this Declaration, acquiring Out Parcels A(ii) and A(iii). Out Parcels A(i), A(ii) and A(iii) are collectively referred to herein as the "LaRussa Property".

ARTICLE V

Miscellaneous

1. ANIMALS. No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animals will be allowed. No horses shall be allowed on Out Parcel A(iv). No horses shall be kept or pastured (a) within thirty (30) feet of the right-of-way line of Brookshire Lane on the LaRussa Property or on Lot 1; or (b) within two hundred (200) feet of the right-of-way line of Brookshire Lane on any Lot other than Lot 1. No horses shall be allowed on any Parcel of land (as hereinafter defined) within the Property or within the LaRussa Property which Parcel of land contains less than six acres. Any Parcel of land containing six acres may have three horses. Any Parcel of land in excess of six acres may have one additional horse for every two acres located within such Parcel of land over six acres. "Parcel of land" as used in this Article V paragraph 1 shall mean any Lot, any contiguous combination of Lots with common ownership, the LaRussa Property or the future subdivided LaRussa Property.

2. No obnoxious or offensive activity shall be carried on upon any Lot or Out Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property or Out Parcels. Without limiting the generality of the foregoing, it is the intent of the Developer to restrict the use of the Property and any Lot therein which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any

inoperable motor vehicle shall be allowed on the Property or any Lot or Out Parcel therein which is visible from Brookshire Lane. No Lot or Out Parcel shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such shall not be kept except in sanitary containers the permanent location of such sanitary containers shall not be visible from Brookshire Lane. Each Lot and Out Parcel shall be maintained in a neat and orderly fashion at least to the extent of visibility from Brookshire Lane.

3. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during construction and sale period.

4. GRANTEE'S ACCEPTANCE. The grantee of any Lot or Out Parcel subject to the coverage of this Declaration, 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 Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

5. INDEMNITY FOR DAMAGES. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Out Parcel subject to this Declaration, agrees to indemnify Developer for any reasonable direct damage (but not consequential damages) 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 or sanitary sewer lines owned by Developer, or for which Developer has responsibility, at the time of the damage.

6. SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable 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.

7. OWNER. As used herein, "Owner" shall mean the record fee title owner of a Lot or Out Parcel within the Subdivision whether such ownership is by one or more person and/or entity.

8. EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, any Lot therein or any Out Parcel; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other owner of any portion of the Property, any Lot therein or any Out Parcel.

9. NO REVERTER. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

10. DURATION AND AMENDMENT. The restrictions contained in this Declaration shall run with and bind the Property and the Out

Parcels, shall inure to the benefit of and shall be enforceable by Developer, the Architectural Control Committee, and the owner of any Out Parcel or Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December, 2011, after which time said restrictions shall be automatically extended for successive periods for 10 years. This Declaration may not be amended in any respect except by the execution of an instrument shall be filed for 2/3 of the Lot and Out Parcel owners in Ownership Percentage, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument. After December 31, 2011, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than a majority of the Lot and Out Parcel owners, which instrument shall be filed for recording among the Land Records of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

11. ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any owner of a Lot or Out Parcel, or employee, agent, or lessee of such owner, the owner(s) of Lot(s), Out Parcel(s), the Developer, their successors and assigns, 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 or breach of said restrictions, to sue for and recover

damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such other legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

Any party to proceedings who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Lot or Out Parcel owner may be awarded a reasonable attorney's fee against such Lot or Out Parcel owner, and shall have the right to place a recorded lien on any Lot or Out Parcel for the purpose of securing the payment of any amounts owing by a Lot or Out Parcel owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage.

12. NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto; provided, however, that

approval of plans pursuant to Article III shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these restrictions.

13. All Lot and Out Parcel owners shall maintain their Lot or Out Parcel and the improvements thereon in a neat and orderly fashion.

14. No Lot within the Property shall be further subdivided without the affirmative written approval of at least two-thirds ($2/3$) of the Owners of the Lots and Out Parcels in Ownership Percentage but in no event shall a Lot subdivision cause a resulting Lot to contain less than three (3) acres. Notwithstanding the foregoing, the LaRussa Property may be further subdivided without approval of the other Lot or Out Parcel owners so long as (a) no resulting Lot or parcel within the subdivided LaRussa Property contain less than three (3) acres; (b) LaRussa, their successors or assigns comply with all requirements of the appropriate governmental authorities in such subdivision; and (c) LaRussa, their successors or assigns bear all expenses associated with the further subdivision of the LaRussa Property; and (d) all such resulting Lots shall be bound by this Declaration. Out Parcel A(iv) shall not be further subdivided.

15. Attached hereto is a map of Brookshire Second Sector depicting the real property subject to this Declaration.

16. Randall H. Goggans, Paul G. LaRussa, Lena C. LaRussa, University Credit Union, First Alabama Bank, Pelham Hwy. 35, an Alabama General Partnership and J. C. Hearn Co., Inc., by their

execution of this Declaration, agree that their interest as it appears, in the Property, any Lot contained in the Property or any Out Parcel, is subordinate and subject to this Declaration and further, by their execution, consent to the voiding of the original covenants as they appear in Real Record 374, Page 734 in the Office of the Judge of Probate of Shelby County, Alabama. By the recordation of this Declaration, the said Original Covenants are void and of no future effect as they apply to the Property, any Lot contained within the Property or any Out Parcel, and such Original Covenants are replaced by this Revised Declaration of Restrictive Covenants of Brookshire Second Sector.

IN WITNESS WHEREOF, the undersigned, have executed this Declaration as of the 30th day of June, 1992.


Randall H. Goggans


Paul G. LaRussa


Lena C. LaRussa

UNIVERSITY CREDIT UNION

By: *Musta Saper*
Its: Vice-President

FIRST ALABAMA BANK

By: *Ronald B. Roberts*
Its: Vice-President

PELHAM HWY. 35, AN ALABAMA
GENERAL PARTNERSHIP

By: *Randall H. Goggans*
Its: General Partner

By: *John C. Hearn*
Its: General Partner

J. C. HEARN CO., INC.

By: *John C. Hearn*
Its: President

STATE OF ALABAMA)
COUNTY OF *Lefferson*)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RANDALL H. GOGGANS, whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of JUNE, 1992.

[Signature]
Notary Public
My Commission Expires: 3-1-94

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that PAUL G. LaRUSSA and wife, LENA C. LaRUSSA, whose names 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of JUNE, 1992.

[Signature]
Notary Public
My Commission Expires: 3-1-94

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Dennis G. Draper, whose name as V. President of UNIVERSITY CREDIT UNION, a corporation, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 30 day of June, 1992.

[Signature]
Notary Public
My Commission Expires: September 14, 1993

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Ronald B. Roberts, whose name as Vice President of FIRST ALABAMA BANK, a corporation, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 30 day of June, 1992.

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 5, 1995

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that RANDALL H. GOGGANS and JOHN C. HEARN, whose name as General Partners of PELHAM HWY. 35, AN ALABAMA GENERAL PARTNERSHIP, a partnership, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such partner and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 15 day of JUNE, 1992.

[Signature]
Notary Public

My Commission Expires: 3.1.94

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN C. HEARN, whose name as President of J. C. HEARN CO., INC., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 15 day of JUNE,
1992.

[Signature]
Notary Public

My Commission Expires: 3-1-94

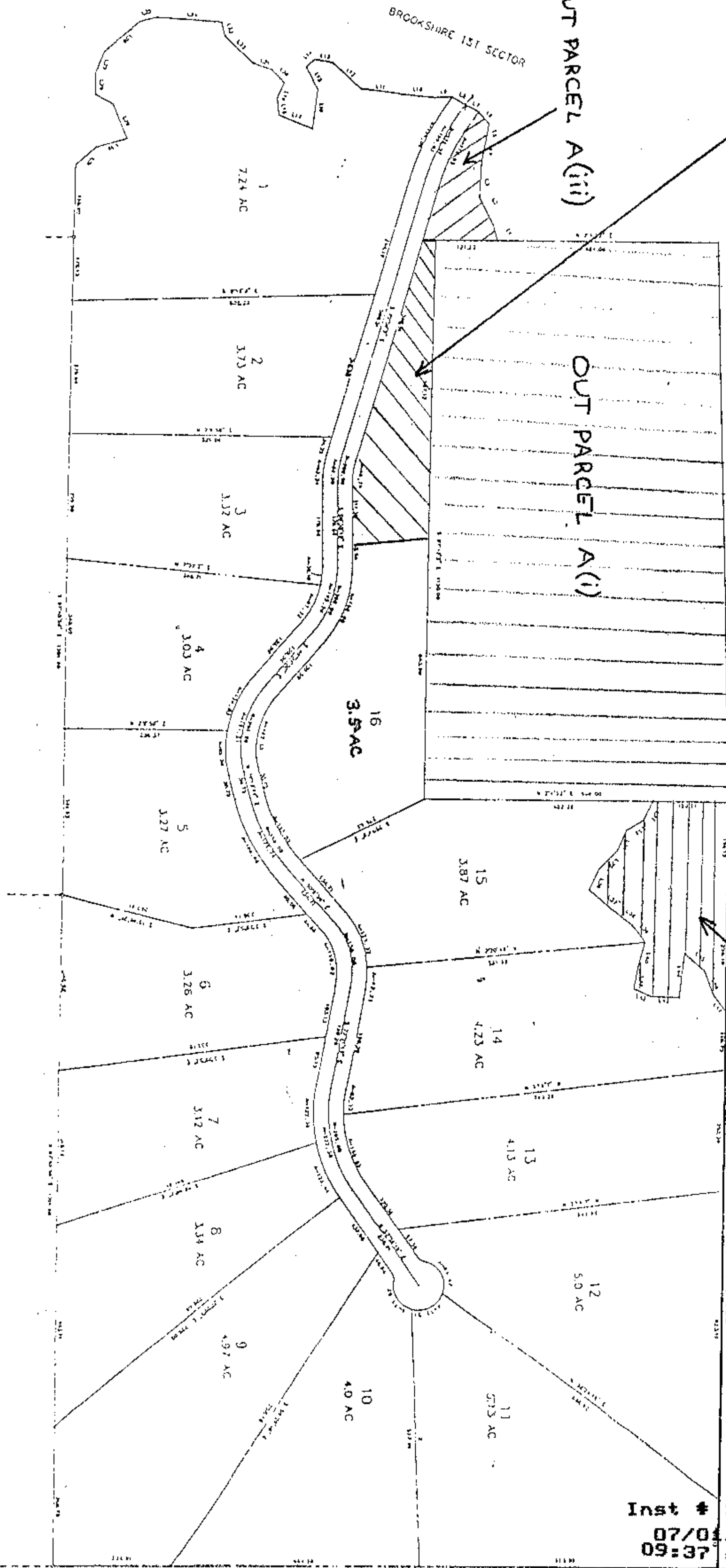
BROOKSHIRE 2ND SECTOR

OUT PARCEL A(ii)

OUT PARCEL A(iii)

OUT PARCEL A(i)

OUT PARCEL A(iv)



Inst # 1992-12759
07/01/1992-12759
09:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
024 MCD 65.00