

185-127 Kentwood

FIRST REAL ESTATE



THIS IS OTHER UNIMPROVED LAND SALES CONTRACT

3/88
 is approved by Birmingham Area Board of REALTORS®
 (State Form 1000)

Feb 24 1995

Kentwood Partners

(SELLER) hereby agrees to sell and
 (PURCHASER) hereby agrees to
 purchase the following described lot(s) or other unimproved land and appurtenances thereto (Property) situated in the City of Prichard
Alabama County of Shelby Alabama, on the terms stated below:

Address: 185 Kentwood Trail, Prichard, AL 36067

JO LEGALLY DESCRIBED AS:

185 Kentwood Trail, Prichard, AL 36067 Block Survey
Kentwood, Third Addition, Phase I

ap Book Page , as recorded in the office of the Judge of
 Probate of Shelby County.

THE PURCHASE PRICE shall be \$ 39,800.00, payable as follows:

EARNEST MONEY, (see below) \$ 500.00 1,000.00

CASH on closing this sale \$ 38,800.00

Inst # 1996-03310

01/31/1996-03310
 03162 PA CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 012 HCB 36.00

B. CONTINGENCIES RELATING TO PURCHASE: (State here any contingencies relating to Purchaser's obligation to purchase the Property - e.g., financing, zoning or subdivision approvals, environmental audits, subsurface or soils tests and examinations, or availability of utilities. If "none", so state.)

1C. If purchaser cannot close on property and wants to assign this contract to another builder, the earnest money will be refunded if; (a) the new purchaser is approved by the seller, (b) transaction is completed within original committed date. Otherwise, earnest money will be forfeited to seller. Seller reserves first right of refusal in the event purchaser closes property and then wants to sell to another builder.

1D. Purchaser agrees to submit house plans to Kentwood Partners Architectural Control Committee for approval one week prior to closing. Any changes must be submitted at least one week prior to construction. Special requirements and situations will be taken into consideration.

1E. Purchaser acknowledges he is aware that Best Managements Practices (BMP's) will be required to be implemented to protect the quality of storm water discharges as required by ADEM. BMP implementation may require installation of hay bales, silt fences or other soil erosion protection equipment around disturbed ground. Purchaser acknowledges by accepting this contract that he is responsible for implementation of BMP's on each lot purchased and that he will reimburse developer for any expense required to adhere to ADEM BMP requirements on purchased lots in emergency situations. Purchaser also acknowledges his financial responsibility for on-going BMP implementation on lot(s) purchased.

1F. Seller to pay Change in Use Tax. Purchaser to pay all Ad Valorem and municipal taxes billed after closing.

1G. Purchaser agrees to clear lot and remove trash before starting foundation and to remove trash regularly during construction and place no debris on any other lot than the one(s) purchased. Purchaser further agrees to use stone in driveways to prevent tracking mud into the streets.

1H. Subject to Construction Financing.

2. AGENCY DISCLOSURE: The listing agency First Real Estate Corp. of Alabama

represents Seller (unless otherwise stated), and the selling agency First Real Estate

represents ☒ Seller ☒ Purchaser. See attached Limited Dual Agency Agreement "C"

KRM Seller's Initials

Purchaser's Initials

3. CONDITION OF PROPERTY: Neither Seller nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitation, subsurface condition, including the presence or absence of sinkholes, mining activity, wells, or buried tanks and other objects; soils condition; utility and sewer or septic tank availability and condition. Except as otherwise stated in this Contract, Purchaser accepts the Property in its present "as is" condition.

Seller

Kentwood Partners

4. **EARNEST MONEY & PURCHASERS' DEFAULT:** Seller hereby authorizes the ~~Selling Agent~~ Kentwood Partners to hold the earnest money in trust for Seller pending the fulfillment of this Contract. In the event Purchaser fails to carry out and perform the terms of this Contract, the earnest money shall be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this contract. Said earnest money so forfeited shall be divided equally between Seller and Agent. In the event both Purchaser and Seller claim the earnest money, the person or firm holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to reimbursement from the parties for court costs, attorney fees and other expenses relating to the interpleader.
5. **CONVEYANCE:** Seller agrees to convey the Property to Purchaser by General warranty deed, free of all encumbrances except as herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing. The Property is sold and is to be conveyed subject to: (i) mineral and mining rights not owned by Seller; (ii) existing leases and tenant escrow deposits, that are to be transferred to Purchaser, subject to any present management and or rental commission agreements thereon; (iii) present zoning classification of _____; (iv) is ☐ is not ☒ located in a flood plain; and (v) unless otherwise agreed herein, subject to utility easements serving the Property, subdivision covenants and restrictions, and building lines of record, provided that none of the foregoing materially impair use of the Property for its intended purposes. By his initials following, Purchaser acknowledges receipt of a copy of the applicable subdivision covenants and restrictions _____
6. **TITLE INSURANCE:** ~~Seller~~ Purchaser agrees to furnish Purchaser a standard form title insurance policy issued by a company qualified to insure titles in Alabama in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title unless herein excepted; otherwise, the earnest money shall be refunded. If a mortgagee's title insurance policy is obtained by Purchaser at the time of closing, the total expense of the owner's and mortgagee's policies will be divided equally between Seller and Purchaser, even if the Mortgagee is the Seller.
7. **SURVEY:** Purchaser does ☐ does not ☒ (check one) require a survey by a registered Alabama land surveyor of Purchaser's choosing. The survey shall be at Purchaser's expense. ~~First Real Estate~~ Binder its agents make any representation regarding boundary lines.
8. **PRORATIONS:** ~~Ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing, and any advance escrow deposits held by mortgagees shall be credited to Seller. UNLESS AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.~~
9. **CLOSING & POSSESSION DATES:** The sale shall be closed and the deed delivered on or before 30 days from date of contract except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed, if the Property is then vacant; otherwise possession shall be delivered on Closing 19____ at _____ (A.M.) (P.M.).
10. **DISCLAIMER:** Seller and Purchaser acknowledge that they have not relied upon advice or representations of Broker (or Broker's associated salespersons) relative to: (i) the legal or tax consequences of this contract and the sale, purchase or ownership of the Property; (ii) zoning or rezoning; (iii) subdividing; (iv) soils or subsurface conditions; (v) the availability of utilities or sewer service; (vi) the investment or resale value of the Property; (vii) projections of income or operating expenses; or (viii) any other matters affecting their willingness to sell or purchase the Property on terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.
11. **SELLER WARRANTIES** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the contract. Seller warrants he is the fee owner of the Property or is authorized to execute this document for the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.
12. **HAZARDOUS SUBSTANCES:** Seller and Purchaser expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of Seller and/or Purchaser and Broker(s) shall not be held responsible therefor.
13. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** In the closing of this transaction, Seller and Purchaser shall comply with the FIRPTA and the regulations promulgated thereunder by the IRS.
14. **ADDITIONAL PROVISION:** Any additional provisions set forth on the attached exhibits, and initialed by all parties, are hereby made a part of this contract.
15. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker nor any sales agent shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein. See attached addendums A B C D
- THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

Wynne D. Blach
Witness to Purchaser's Signature

[Signature]
Purchaser

[Signature]
Purchaser

Kentwood Partners

Seller

By: [Signature]

Seller

[Signature]
Witness to Seller's Signature

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as hereinafter set forth; _____ Cash _____ Check

Firm _____
COMMISSION: THE COMMISSION PAYABLE TO THE BROKER(S) IN THIS SALE IS NOT SET BY BIRMINGHAM AREA BOARD OF REALTORS®, INC., BUT IN ALL CASES IS NEGOTIABLE BETWEEN THE BROKER(S) AND THE CLIENT. In this contract, ☐ Seller ☐ Purchaser (check one) agrees to pay to See Addendum "B" Broker(s) in this transaction, in CASH at closing, a commission in the amount _____ of the total purchase price.

[Signature]
Seller/Purchaser

[Signature]
Seller/Purchaser

[Signature]
Broker

[Signature]
Broker

ADDENDUM "B"

The real estate contract dated the 24th day of Feb. 1994, between First Real Estate Corporation of Alabama and Coastal Construction, Inc.,

(herein called "Purchaser") is hereby amended only in the following respect:

1. Purchaser hereby acknowledges that a sales commission will not be due First Real Estate Corporation of Alabama provided Purchaser gives First Real Estate Corporation of Alabama the Exclusive Right to Sell on said property from the date of closing of the transaction until 180 days after the total completion of the improvements to be constructed thereon not to exceed 360 days from the date of this contract.

2. In the event the Purchaser fails to list the property for sale with First Real Estate Corporation of Alabama, Shelley Office, Phyllis N. Black (Agent), for the time specified above, a commission in the amount of 10% of the Purchase Price shall become immediately due and payable, plus interest in the amount of 12% per annum from the date of the original closing of the transaction of the property purchased until the commission is paid in full and will pay all attorney fees as a result of the failure to comply with this agreement.

Done this 24 day of Feb., 1994.

Witness

Witness

Witness

FIRST REAL ESTATE
CORPORATION OF ALABAMA

BY: Phyllis N. Black

Phyllis N. Black
Purchaser

Purchaser

Approved for the exclusive use of First Real Estate

FIRST REAL ESTATE

LIMITED DUAL AGENCY CONSENT AGREEMENT

The following Limited Dual Agency Consent Agreement is entered into between Seller (s):
Kentwood Partners and Buyer (s):
Coastal Construction, Inc. with regard to property located at
Kentwood (the "property")

Seller and Buyer hereby acknowledge, consent and agree that First Real Estate and its Agent (s) (for convenience, referred to together or interchangeably as "Broker") are representing both Buyer and Seller and that Broker has been and is now the Agent of both Seller and Buyer with respect to this transaction.

Seller, Buyer and Broker understand that Limited Dual Agency can create conflicts of interest. Therefore Broker will not represent the interests of one party to the exclusion or detriment of the interest of the other party. Seller and Buyer hereby acknowledge that Broker's relationship with them is not that of a fiduciary, and they waive all claims, present and future, growing out of or based on conflict of interest and/or Limited Dual Agency.

The parties understand that because Broker represents both parties, Broker must endeavor to be impartial as between Seller and Buyer. Except as expressly provided below Broker, in its capacity as Limited Dual Agent, will disclose to both Seller and Buyer all facts and information which Broker believes are material or which might affect Seller's or Buyer's decisions with respect to this transaction, whether or not the facts or information would be confidential except for the Limited Dual Agency.

The parties agree that Broker (a) has not, and will not, without the express written permission of Seller, disclose to Buyer that Seller is willing to sell the property for less than the listing price or any lower price unless offered in writing by the Seller; and (b) has not, and will not, without the express written permission of Buyer, disclose to Seller that Buyer is willing to pay more than any price offered in writing by Buyer.

Both parties understand and agree that Broker shall have the right to collect a commission or fee from Seller or from Purchaser, or both, provided that such commission or fee is disclosed to the parties. The parties acknowledge that Broker has disclosed that it will collect a fee of \$ _____ or _____% of the sales price from the Seller (and) (or) a fee of \$ _____ or _____% of sales price from Buyer.

Both parties are advised to seek competent legal and tax advice with regard to this transaction and with regard to all documents executed in connection with this transaction.

This Limited Dual Agency Consent Agreement does not substitute for any document previously signed by Seller or Buyer (for example, the "Exclusive Buyer-Broker Agency Agreement" signed by Buyer on _____, 19____, and the Exclusive Right to Sell Property Listing Agreement" signed by Seller on _____, 19____); however, where this Limited Dual Agency Consent Agreement contradicts or conflicts with the just named or any other documents, the language of this Limited Dual Agency Consent Agreement shall control.

I have read and understand the above Agreement.

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Seller

Date

Witness

Seller

Date

STATE OF ALABAMA)
COUNTY OF SHELBY)

Addendum "D"

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Kentwood Partners, is the owners of the following described Lots situated in the subdivision known as Kentwood, are of Shelby County, Alabama.

Lots 88 through 137, Third Addition, Phase One, Kentwood, as recorded in the Probate Office of Shelby County, Alabama in Map Book 19 Page 26.

WHEREAS, Kentwood desires to subject all of the numbered Lots in the above survey to covenants, terms, conditions, restrictions, and limitations hereinafter set forth.

NOW THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision, to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

A. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than detached single family-dwellings not to exceed two stories, 30 feet in height, and a private garage for not more than four cars.

C. Notwithstanding anything to the contrary herein, the undersigned or their assigns, shall be permitted to construct and maintain on one Lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned or their assigns.

D. No building shall be located nearer than 30 feet from the front lot line. No building shall be located nearer than 30 feet to any side street line. No building shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open decks or terrace shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach another lot.


Coastal Construction, Inc.



E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: One (1) story houses shall have a minimum of 1500 square feet of heated area; no basement area can be considered finished area. One and one-half (1 1/2) story houses shall have a minimum of 1000 square feet for the first story and 600 square feet for the second story. Two (2) story houses shall have a minimum of 800 square feet on each floor.

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

G. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

H. No aluminum siding shall be permitted to be installed on the front exterior if any structure or residential building constructed on a lot. All vinyl siding shall be approved the Architectural Control Committee.

II. GENERAL REQUIREMENTS

A. It shall be the responsibility of each Lot Owner to prevent development or occurrence 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.

B. Purchaser acknowledges he is aware that Best Management Practices (BMP's) will be required to be implemented to protect the quality of storm water discharge as required by ADEM. BMP implementations may require installation of hay bales, silt fences, or other soil erosion protection equipment around disturbed ground. Purchaser acknowledges by accepting this contract, he is responsible for implementation of BMP's on each Lot purchased and that he will reimburse developer for any expense required to adhere to ADEM BMP requirements on purchased Lots in emergency situations. Purchaser also acknowledges his financial responsibility for ongoing BMP implementation on Lot(s) purchased.

C. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any disturbed area of the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property, including vacant parcels. The undersigned reserves the right (after 10 days notice to the Owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds, or other unsightly growth and trash which, in the sole opinion of undersigned detracts from the overall beauty and safety of the subdivision and may charge the Owner a reasonable cost for the services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned or their assigns during the sales and development period. Such sales period to extend until the last Lot is sold by the undersigned.

D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

E. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the undersigned.

F. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

G. 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 within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during construction period.

H. No structure of a temporary character, or 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 of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received and approved by the Committee.

I. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the roadways 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 intersections 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. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such lines.

J. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee.

K. During all construction, all vehicles including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or Owner) at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, all builders must keep the homes, garage and building sites clean. All building debris, stumps, trees, etc. must be removed from each building Lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

L. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within 6 months.

M. All yards will be sodded on the front except: (1) where there are landscaping shrubs and/or bark islands and (2) where any utility easement crosses the front property line; this area may be seeded and hayed. Any disturbed area from the front set back line to the rear of the lot to be seeded and hayed and restored to it's natural state.

N. Garage doors shall not be permitted on the front of home, except on approval of the Architectural Control Committee.

O. No fence of any nature shall be permitted in front of the rear building line, except as approved by the Architectural Control Committee. ALL FENCING SHALL BE VERTICALLY INSTALLED WOODEN PRIVACY FENCING. ALL FENCING SHALL BE SIX (6) FEET HIGH.

P. No clothesline or any other apparatus for the purpose of hanging clothes or laundry shall be permitted to be placed in a location that is visible from any street in the subdivision.

Q. Outside air conditioning units may not be located in the front yard, only on the side or rear as required and landscape screened.

R. No plumbing or heat vent shall be placed on the front of house, only on the side or rear as required. All utility meters shall be located on the side or rear of the house and landscape screened.

S. No satellite dishes shall be allowed.

T. Design of all mail boxes and posts must be approved by the Architectural Control Committee. The Architectural Control Committee shall develop a standard plan including the post and box which shall be used.

U. All windows shall be of wood construction. All exposed foundation walls shall be bricked or brick veneer. All roof pitches must be six to twelve (6/12) or greater.

V. No mobile or manufactured homes shall be permitted except a construction trailer to be used during the sales and development period.

III. ARCHITECTURAL CONTROL COMMITTEE

A. These restrictions shall provide for an Architectural Control Committee. 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. After five (5) years from development of at least ninety percent (90%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and occupancy of said dwelling units by individual owner tenant occupants and the record owners of a majority of the total 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 it any of its power and duties.

B. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the committee, but shall comply with all restrictions and covenants.

C. One set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. Said plans shall be delivered individually to Kentwood Partners, at least 20 business days prior to the beginning of the construction. All plans must include the following: a complete set of plans and specs including exterior materials and paint selections. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section E.

D. All plans for any structure or improvement whatsoever to be erected on or move upon or to any lot or lots, the exterior construction materials, the roofs, and any late changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and require the approval in writing of the Committee before any work is to commence. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder or Owner and returned to the Committee for retention.

E. 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 submitted plans and specifications which have been submitted to it, within twelve (12) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee and related covenants herein shall be deemed to have been fully complied with. The Committee may, however, approve any changes in plans upon shorter notice than twenty (20) business days, at the Committee's option.

F. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure and erected upon any lot in the subdivision.

G. The undersigned reserve for themselves, their successors and assigns the right to use, or dedicate to the State of Alabama and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities electric and telephone poles, wires, cable conduit, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land along the rear and side property lines of each lot.

H. The Architectural Control Committee shall be composed of Mike Kent, Dennis Ellison, Don Martin, Roy Martin and Rickey Douglas. Each member of the committee shall have one (1) vote and in the event of disagreement a majority vote shall control.

IV. MISCELLANEOUS

- A. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants and restrictions set forth herein shall remain in full force and effect.
- B. The undersigned, and only the undersigned, may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
- C. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in said subdivisions: (a) to prosecute proceeding at law for the recovery of damage against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation: provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- D. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Lot within described subdivision and are intended to create: (i) mutual, equitable servitude upon each Lot within such subdivision: (ii) reciprocal rights between their respective heirs, executor, administrators, successors and assigns. •
- E. It is expressly understood and agreed that after a period of five (5) years from the date of recording of the these protective covenants and the owners of Fifty Percent (50%) or more of the lots in the subdivision may upon written notification to the remaining lot holders modify, change, delete or abolish these protective covenants. A notice of said intention to change, modify, delete or abolish said protective covenants shall be given by sending notice thereof by certified mail to the address of the owner of each lot in the subdivision.
- F. It is understood and agreed that the conditions, limitations and restrictions, set forth herein shall attach to and run with the land for a period of 35 years from the date of recording of these protective covenants at which time said restrictions and limitations shall be automatically extended for successive periods of ten years, however, these extensions shall not affect the right of owners of Fifty Percent (50%) or more of the lots to change, alter, delete or abolish these restrictive covenants.

It is expressly agreed that the owners of any lot which is offered for resale must first offer said lot and or improvements to Kentwood Partners at the same price which they would have offered said lot and/or improvements to a purchaser. Said Kentwood Partners shall have the option to accept or reject said offer to re-purchase within seven (7) days of being notified of the sales of said property and the price of which it is being offered.

KENTWOOD PARTNERS

Mike Kent

Rickey Douglas

Don Martin

Dennis Ellison

Roy Martin

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned, a Notary Public, do hereby certify that the foregoing document was executed in my presence and acknowledged that they did of their own free will with full understanding of its contents on this _____ day of _____, 199_____.

Given under my hand and official seal this _____ day of _____,
199_____.

Notary Public

My Commission expires _____

