

STATE OF ALABAMA )

SHELBY COUNTY )

### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration is executed effective this the 21st day of May, 1998 by the undersigned, Storage USA SING LLC, a Maryland limited liability Company (the "Declarant") for the benefit of Balboa Investments, II, a California General Partnership ("Balboa").

#### WITNESSETH:

Declarant is the owner of that certain parcel of real property located in the City of Hoover, Alabama, and more particularly described on the attached Exhibit "A" (the "Property"). Balboa is the owner of that certain parcel of real property located in unincorporated Shelby County, Alabama, which has been improved with the Turtle Lake Apartments and which is more particularly described on the attached Exhibit "B" (the "Balboa Property"). The Property and the Balboa Property are contiguous.

Declarant has petitioned the City of Hoover, Alabama (the "City") for the issuance of a conditional use permit (the "Permit") to develop the Property as a self-storage facility (the "Facility") pursuant to those certain plans prepared by Paragon Engineering, Inc., dated the 22nd day of October, 1997, revised the 13th day of May, 1998, consisting of one page, titled "Preliminary Grading and Utilities Plan for Conditional Use Approval", a copy of which is attached hereto as Exhibit C (the "Plan"). As a condition to the grant of the Permit by the City, Declarant has agreed to impose certain restrictions and covenants upon the Property which shall run to the benefit of and be enforceable by Balboa and its successors in interest to the Balboa Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and conditions hereinafter contained, the support by Balboa for the approval of the Permit by the City, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Declarant, Declarant does hereby covenant, declare and agree that the use and occupancy of the Property shall be restricted as follows:

1. Building Setbacks. No building, driveway, parking area, wall, fence or other structure, except as specifically permitted pursuant to this Declaration, shall be constructed, maintained, permitted, or (a) allowed within thirty (30) feet of the northerly most boundary line of the Property, which boundary is adjacent to the Balboa Property, (b) within that portion of the easterly boundary of the Property which is adjacent to the Balboa Property, or (c) within fifteen (15) feet on the north boundary of the easterly side of the Property which is north of Building G, as shown

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shown on the Plan, and adjacent to the Balboa Property, as said boundaries and setback areas are more particularly identified on the Plan.

2. Building Facades. The north and east exterior walls of Building F and the north wall of Building G, as shown on the Plan, will be split face block produced by Superock Block Company. The type and colors of said block shall be as follows: 8 x 8 x 16 Antique Yellow Split Face Block and 8 x 8 x 16 Rustic Red Split Face Block, both produced by StoneScape Architectural Pavers, a product of Superock Block Company. There shall be no doors or windows within said walls.

3. Surface Water Drainage. Declarant shall install and continuously maintain the surface water drainage system on the Property in accordance with the Plan.

4. Landscaped Buffer. The portion of the Property located between the common boundaries of the Property and the Balboa Property and the building setback lines established pursuant to paragraph 1 of this Declaration, shall, except as expressly permitted by this Declaration, be used exclusively as a landscaped buffer for the benefit and protection of the Balboa Property. Declarant shall, at its expense, implement and continuously maintain landscaping within said buffer areas in accordance with the landscaping plan prepared by Holcombe/Wood Associates Landscape Architects (the "Architect"), dated the 6th day of November, 1997, revised the 14th day of May, 1998, titled "Storage USA Hoover, Alabama", a copy of which is attached hereto as Exhibit D (the "Landscaping Plan"), to include the following:

(a) Ivy shall be planted along the north and east walls of Building F, as shown on the Plan, and along the north wall of Building G, as shown on the Plan, in such manner that the ivy will attach to and cover said walls, and the roof of said buildings shall be constructed with no overhang and in such manner that the growth of the ivy may extend over the roofs of said buildings (provided, however, Declarant shall have the right to trim the ivy at the roof line to prevent the growth of the ivy over the roof if Declarant should determine that the growth of the ivy over the roof will cause damage to the roof or extraordinary cost to maintain and repair the roof);

(b) The Leland Cypress trees to be planted in a portion of the buffer areas as shown on the Landscaping Plan shall be planted with an initial height at the time of planting between eight (8) and ten (10) feet each, with a minimum of eight (8) feet of height at the time of planting, and shall be planted no more than eight (8) feet apart (from center to center) in a staggered pattern (the exact spacing and pattern of said plants may be adjusted as deemed appropriate by the Architect to preserve existing hardwood trees, to accommodate the function of the drainage system, and to accomplish the objective of buffering the Balboa Property in a manner consistent with the spacing and pattern of the plants as shown on the Plan); smaller existing vegetation within said buffer areas shall be preserved except where removal is necessary to plant the new Leland Cypress trees or other plants as shown on the Landscaping Plan, or to install the surface water drainage system as described on the Plan; the shallow drainage swale to be installed as a part of said drainage system as shown on the Plan shall be installed without the use of equipment or machinery and shall

be hand dug, with the use of best efforts and all reasonable and appropriate measures to preserve the existing trees and vegetation located outside of and adjacent to the area within which the drainage swale is to be located as shown on the Plan; the underground drainage pipe and the surface water retention area, as shown on the Plan, shall be installed with the use of such equipment as is necessary to the proper installation thereof and with the use of best efforts and all reasonable and appropriate measures to avoid damaging and to preserve the existing trees;

(c) Declarant shall use its best efforts and take all reasonable and appropriate measures to preserve the existing hardwood trees located within said buffer areas;

(d) Prior to the commencement of clearing, filling and grading of the building area within the Property, an orange construction fence shall be placed along the north and east setback lines in the areas of Buildings F and G as shown on the Plan. Said fence shall remain until such time as Declarant's contractor commences digging footings for Buildings F and G as shown on the Plan; at that time, the orange fence shall be relocated in the setback area four (4) feet from the building setback lines and shall remain until the footings and the north and east walls of Building F and the north wall of Building G are completed; during the construction of the footings for the walls of said buildings, Declarant shall use its best efforts and shall undertake all reasonable and appropriate care to avoid damaging any of the trees located within the subject buffer areas and shall construct said building walls which are parallel to the common boundary between the Property and the Balboa Property without the use of scaffolding on the exterior of said walls or within the building setback areas, but rather by constructing said walls from the inside of said walls. The requirements of the location of the orange fence set forth above are subject to two exceptions. First, the orange fence shall be placed in such manner (or temporarily relocated) to accommodate the removal of trees, which are deemed by the Architect to interfere with construction of the project; immediately after such removal the orange fence shall be replaced or relocated; any tree or trees to be removed shall be felled and removed toward the inside of the Property to minimize disturbance of the remaining trees and vegetation in the setback area. Second, the fence shall be temporarily relocated further away from the setback lines if necessary to accomplish the installation of the drainage system shown on the Plan; provided, however, the fence shall be located in such manner as to protect trees in the setback area which will not be disturbed by the drainage system requirements, and the fence shall be relocated as set out above as soon as the drainage system is completed. Upon the completion of construction of the exterior walls of building F and G and the installation of the drainage system, the construction fence shall be removed and the buffer areas left in a neat and clean condition.

(e) The landscaping to be implemented and maintained pursuant to this Declaration shall be implemented as a part of any landscaping requirements that might be imposed under applicable ordinances, regulations or requirements by the City;

(f) Following completion of the construction of the building walls of Buildings F and G, as shown on the Plan; the landscaping shall be installed by Declarant on or before October 1, 1998, due consideration being given to good landscaping practices with regard to

weather and climate conditions. Therefore, Balboa agrees to allow Declarant a temporary license to access said landscape buffer areas through the driveways and parking lots on the Balboa Property provided that the exact time, duration, intensity and other details of such access are first submitted to and approved by Balboa in writing. Said license for access shall extend only during the period of the initial installation of said landscaping and only at such times as are approved by Balboa as aforesaid. Declarant shall and does hereby agree to defend, indemnify and hold harmless Balboa and its agents, employees and representatives from and against any and all losses, claims, damages and obligations of any kind or nature which might be suffered by or asserted against Balboa or any one or more of them as the result of the exercise of such license, including attorneys fees and other costs of defense.

(g) The landscaping to be installed by Declarant in accordance with this Declaration and the Landscaping Plan shall be continuously maintained by and at the expense of Declarant and its successors in interest in and to the Property. Declarant and its successors in interest in and to the Property shall also be responsible for continuously maintaining the surface water drainage systems located on the Property, including those located within the landscape buffer areas, in good operating condition and repair. In the event that it becomes necessary to perform maintenance, replacement or repairs with respect to the portion of the drainage system which is located within said buffer areas, and if the nature of said maintenance, replacement or repairs is such that access to the subject portion of the drainage system through the interior of the Property would cause damage to the trees and other vegetation located within the landscape buffer areas, then Declarant shall request of Balboa, or Balboa's successors in interest in and to the Balboa Property, a limited, revocable license to access the subject area through the driveways and parking lots situated on the Balboa Property. Balboa agrees, for itself and its successors in interest, to give a temporary, revocable license for such access where Balboa reasonably deems such access to be necessary to the preservation and protection of the trees and other vegetation within the landscape buffer areas, subject to such restrictions and limitations as Balboa might deem necessary or appropriate. In the event of the grant of any such license, Declarant shall and does hereby agree to defend, indemnify and hold harmless, Balboa and its agents, employees and representatives from and against any and all losses, claims, damages and obligations of any kind or nature which might be suffered by or asserted against Balboa or any one or more of them as the result of the exercise of any such license, including attorneys fees and other costs of defense.

(h) With respect to the terms and conditions of any license from Balboa to Declarant pursuant to subparagraphs F and G above, Declarant may deal with the on-site property manager in charge of the Balboa Property, provided that Declarant has first made a reasonable effort to make direct contract with the individual to whose attention notices to Balboa are to be given pursuant to paragraph 16 hereof.

5. Lighting. All lighting on Buildings F and G, as shown on the Plan, will be wall mounted and directed downward. There will be no pole mounted lighting except adjacent to the office building to be constructed along Bowling Drive, as shown on the Plan, or in such areas where lighting cannot be adequately provided by being placed upon a building within the Facility

(however, there will be no pole mounted lighting in the areas immediately adjacent to Buildings F and G), and said lighting will be directed downward, will be the canned or shadow box type of lighting. There will be no lighting on the north or east exterior walls of Building F, as shown on the Plan, or on the north exterior wall of Building G, as shown on the Plan. Signage on the Property will be internally illuminated and located as approved by the City's Planning and Zoning Commission. All exterior lighting on the Property will be directed downward and in such manner as to minimize light spillage toward the Balboa Property. Downward lighting shall mean lighting which is either situated within a can or a box, or which has a covering over the lighting which reduces the exterior spillage of the lighting and focuses the lighting in a downward direction. Any pole mounted lighting shall be no greater than twenty (20) feet above the parking lot surface. All exterior lighting fixtures shall be maintained in good condition, including the cans, shadow boxes and lighting covers installed to focus the lighting in a downward direction.

6. Loud Speakers. There will be no loud speakers or PA systems used on the Property.

7. Hours of Operation. The hours of operation of the Facility shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on Mondays through Saturdays, and to 8:00 a.m. and 9:00 p.m. on Sundays.

8. Hours of Construction. Except for interior work on buildings to be constructed on the Property other than Buildings F and G, as shown on the Plan, the hours of construction of improvements to the Property, including site work and the construction of buildings, shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on Mondays through Fridays, and 8:00 a.m. through 7:00 p.m. on Saturdays, and 10:00 a.m. through 7:00 p.m. on Sundays.

9. Manner of Operation. The Facility to be constructed and operated upon the Property will be operated with the use of a television surveillance security system and with a live-in, on-site manager.

10. Access. Access to the Facility shall be limited to the single entrance on Bowling Drive, as shown on the Plan, except for the limited use emergency entrance located on the east side of the Property, as shown on the Plan, provided that such emergency entrance will not be opened or used except in an emergency.

11. Roofs. The roofs to be constructed on Buildings F and G, as shown on the Plan, will be pitched to force all drainage to the interior of the Property, and shall be constructed with raised seam aluminum.

12. Binding Effect. The terms and provisions of Sections 1, 3, 4 (other than Subsection a to Section 4), 6, 8, 13, 14, 15, 16 and the last five (5) sentences of Section 5 of this Declaration shall bind and run with the lands forever, and the remaining terms and provisions of this Declaration shall bind and run with the lands for so long as all or any portion of the Property is

operated as a Facility, and shall be binding upon the property and the present successive owners and occupants thereof, and shall be for the benefit of the Balboa Property and enforceable by the present and successive owners thereof.

13. Enforcement. The enforcement of the provisions of this Declaration shall inure to the benefit of Balboa and any one or more of the successors in interest of Balboa in the Balboa Property. In the event that Balboa or any of its successors or assigns should initiate litigation for the enforcement of any one or more of the provisions of this Declaration, then the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys fees and other costs incurred in connection with said litigation.

14. Default. In the event of a default by Declarant in the performance of any of its obligations under this Declaration, Balboa shall give written notice thereof to Declarant and Declarant shall have a reasonable period of time not to exceed thirty (30) days within which to remedy any such default. In the event of the failure of Declarant to remedy any such default within said period of time, Balboa shall be entitled to pursue the recovery of damages, injunctive relief, such other civil and equitable relief as is available under Alabama law, or any one or more of said remedies.

15. Amendment. The provisions of this Declaration may not be amended except by a written instrument executed by the owners of record title to both the Property and the Balboa Property.

16. Notices. All notices to be given under this Declaration shall be deemed received upon hand delivery to parties named below or upon the same having been placed in the United States mail, by certified mail, postage prepaid, and addressed as follows:

When to Declarant: Storage USA SING LLC  
125 Lincoln Avenue, Suite 221  
Sante Fe, New Mexico  
Attention: Webb L. Wallace

When to Balboa: Balboa Investments II  
One World Trade Center, Suite 1600  
Long Beach, CA 90831  
Attention: Patrick C. Stacker, Esq.

Either party may change the address to which it is to receive notice by written notice to the other party in the manner set forth above.

17. Further Assurances. The parties agree to cooperate with each other in good faith with respect to the implementation of the covenants, restrictions and conditions herein

contained to accomplish the orderly development of the Property in a manner which will limit the impact of said development upon the Balboa Property as contemplated by this Declaration.

18. Counterparts. This Declaration may be signed in counterparts which together shall comprise a complete instrument.

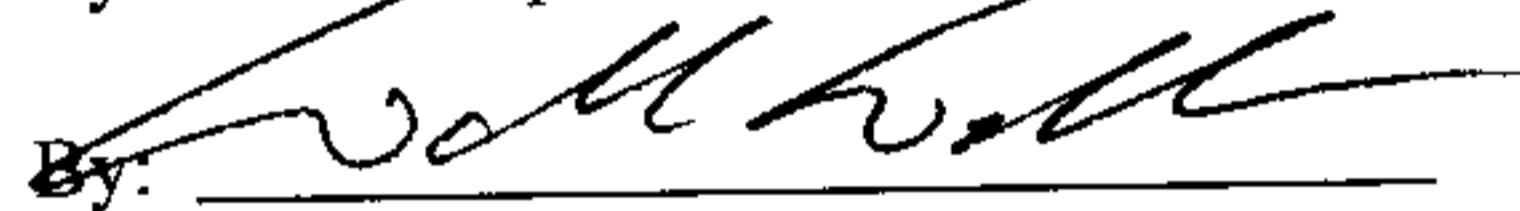
Executed by each of the undersigned, under seal, effective this the same date as first above written.

**DECLARANT**

Storage USA SING, LLC  
a Maryland limited liability company

By: SING LTD. CO., Manager

By: WLW Corporation, Manager



Webb L. Wallace, President

[Seal]



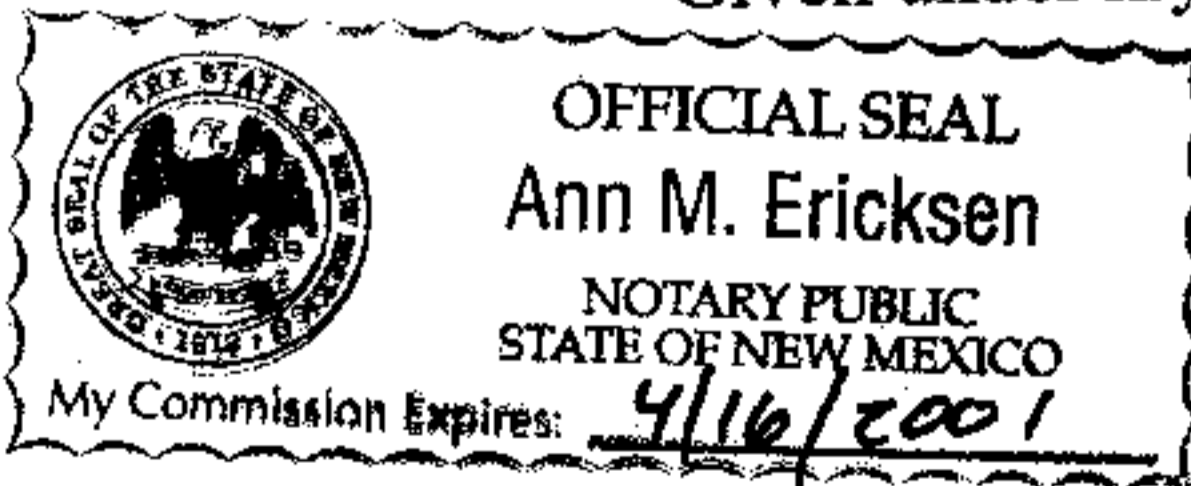
Witness

STATE OF NEW MEXICO )

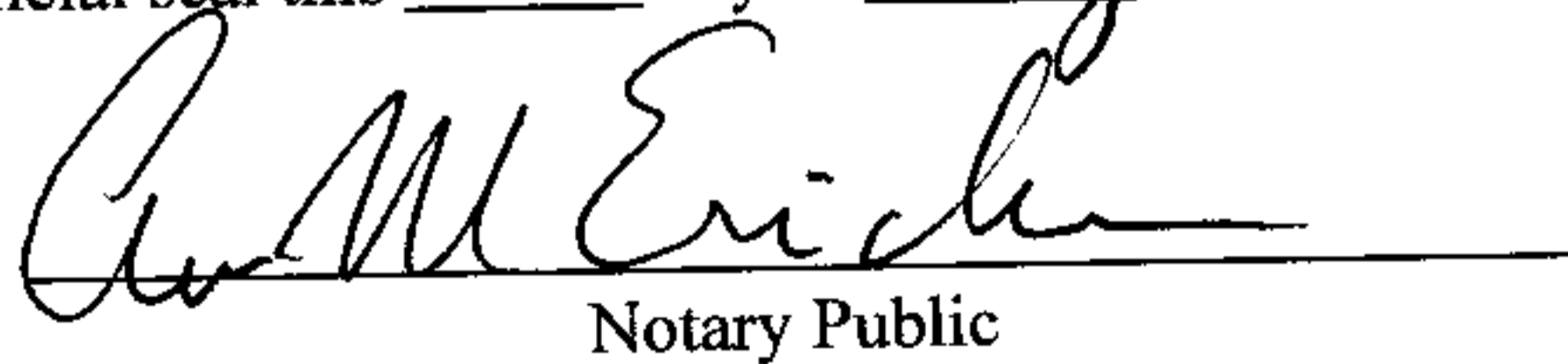
COUNTY OF SANTA FE )

I, Ann M. Ericksen, a notary public in and for said county in said state, hereby certify that Webb L. Wallace, whose name as President of WLW Corporation, as Manager for SING LTD, CO., as manager for Storage USA SING, LLC, a Maryland limited liability company, 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 limited liability company.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1998.



[NOTARIAL SEAL]

  
Notary Public

My commission expires: 4/16/2001

BALBOA

BALBOA INVESTMENTS, II

G. M. Morales  
Witness

By: Patrick C. Stacker [Seal]  
Its: MANAGING GENERAL PARTNER

STATE OF ~~ALABAMA~~ California )  
SHELBY COUNTY of Los Angeles )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Patrick C. Stacker, whose name as General Partner of Balboa Investments II, a California general partnership, 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 General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1998.



[NOTARIAL SEAL]

Gloria M. Morales  
Notary Public

My commission expires: Nov. 3, 2000



**CONSENT OF MORTGAGEE**

The undersigned, as the holder of a first mortgage upon the Property, as described in the foregoing Declaration of Restrictive Covenants (the "Declaration"), does hereby evidence its consent to the Declaration and acknowledge that its security interest in the Property is subject to the provisions of the Declaration.

Executed by the undersigned this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

SUSA PARTNERSHIP, L.P.

By Christopher P. Marr  
Christopher P. Marr

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: )  
\_\_\_\_\_ COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher P. Marr, whose name as \_\_\_\_\_ of SUSA Partnership, L. P., a Tennessee limited partnership, 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 \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

The undersigned, as the holder of a first mortgage upon the Property, as described in the foregoing Declaration of Restrictive Covenants (the "Declaration"), does hereby evidence its consent to the Declaration and acknowledge that its security interest in the Property is subject to the provisions of the Declaration.

Executed by the undersigned this the 22<sup>nd</sup> day of May, 1998.



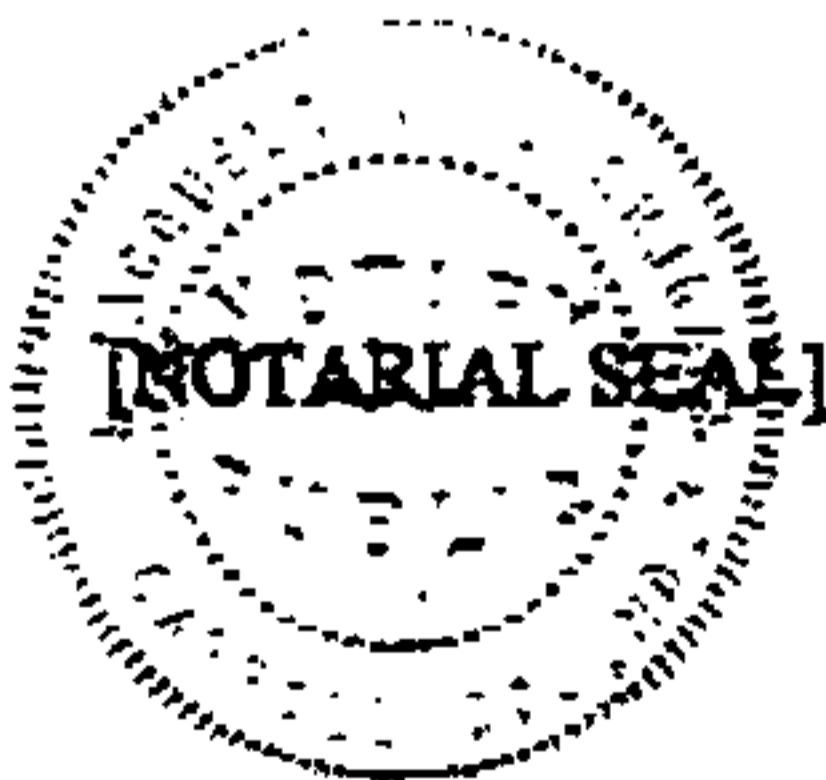
STATE OF Maryland )  
Carroll COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher P. Marr, whose name as SUP of SUSA Partnership, L. P., a Tennessee limited partnership, 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 SUP 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 22<sup>nd</sup> day of May, 1998.

Jacqueline M. Shugars  
Notary Public

My commission expires: January 10, 1999



**EXHIBIT A**  
**The Property**

Lot 2A of Sing 280 Survey, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Map Book 23, Page 161.

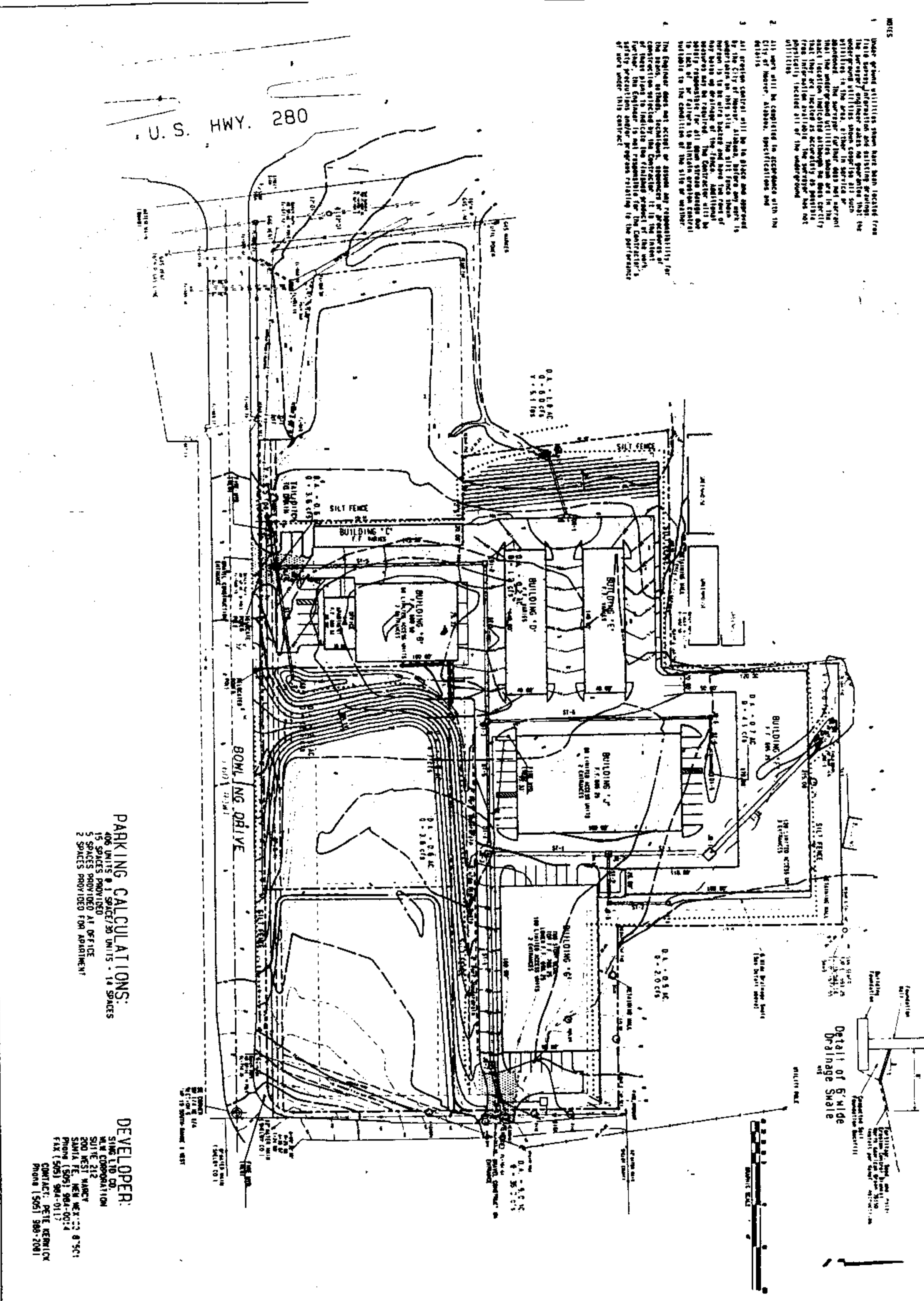
**EXHIBIT B**  
**The Balboa Property**

A tract of land in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NE corner of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and run west along the north line thereof for 661.23 feet; thence turn left 88 degrees 57 minutes 22 seconds and run southerly for 330.66 feet; thence turn right 89 degrees 02 minutes 14 seconds and run westerly for 258.06 feet to a point on the easterly right of way line of U.S. Highway #280; thence turn left 85 degrees 52 minutes 30 seconds and run southeasterly along said easterly right of way line for 60.32 feet; thence turn left 84 degrees 07 minutes 30 seconds and run easterly for 286.78 feet to the beginning of a curve to the right having a radius of 189.87 feet and a central angle of 90 degrees 34 minutes 50 seconds; thence easterly and southerly along the arc of said curve for 300.17 feet; thence southerly tangent to said curve for 148.50 feet; thence turn left 90 degrees and run easterly 254.15 feet; thence turn right 90 degrees 27 minutes 45 seconds and run southerly for 218.26 feet; thence turn left 90 degrees and run easterly for 176.0 feet to a point on the east line of said SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; thence turn left 90 degrees and run northerly along said east line for 956 feet to the point of beginning, being situated in Shelby County, Alabama.

# EXHIBIT C

- NOTES**
- Under ground utilities shown have been located from this survey, operation and existing conditions. The surveyor/engineer makes no guarantee that the underground utilities shown comply with all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located all of the underground utilities.
  - All work will be completed in accordance with the details of Hoover, Alabama, specifications and details.
  - All erosion control will be in place and approved by the City of Hoover, Alabama, before any work is undertaken on this site. The silt fence shown on this plan is to be wire backed and have 100 feet of top bars up drainage of the fence. The silt fence will be installed in accordance with the City of Hoover, Alabama, specifications and details to the condition of the site or weather.
  - The Engineer does not accept or assume any responsibility for the design, methods, materials, sequence or placement of construction selected by the Contractor. It is the intent of these plans to indicate the finished product of the work. Further, the Engineer is not responsible for the Contractor's safety precautions and/or programs relating to the performance of work under this contract.



**PARKING CALCULATIONS:**  
 406 UNITS @ 1 SPACE/30 UNITS - 14 SPACES  
 15 SPACES PROVIDED AT OFFICE  
 5 SPACES PROVIDED AT OFFICE  
 2 SPACES PROVIDED FOR APARTMENT

**DEVELOPER:**  
 SING LID CO.  
 S.W. CORPORATION  
 SUITE 212  
 200 WEST MARKET  
 SANTA FE, NEW MEXICO 87501  
 Phone (505) 964-0014  
 FAX (505) 964-0117  
**CONTACT: PETE JEFFRICK**  
 Phone (505) 968-2081



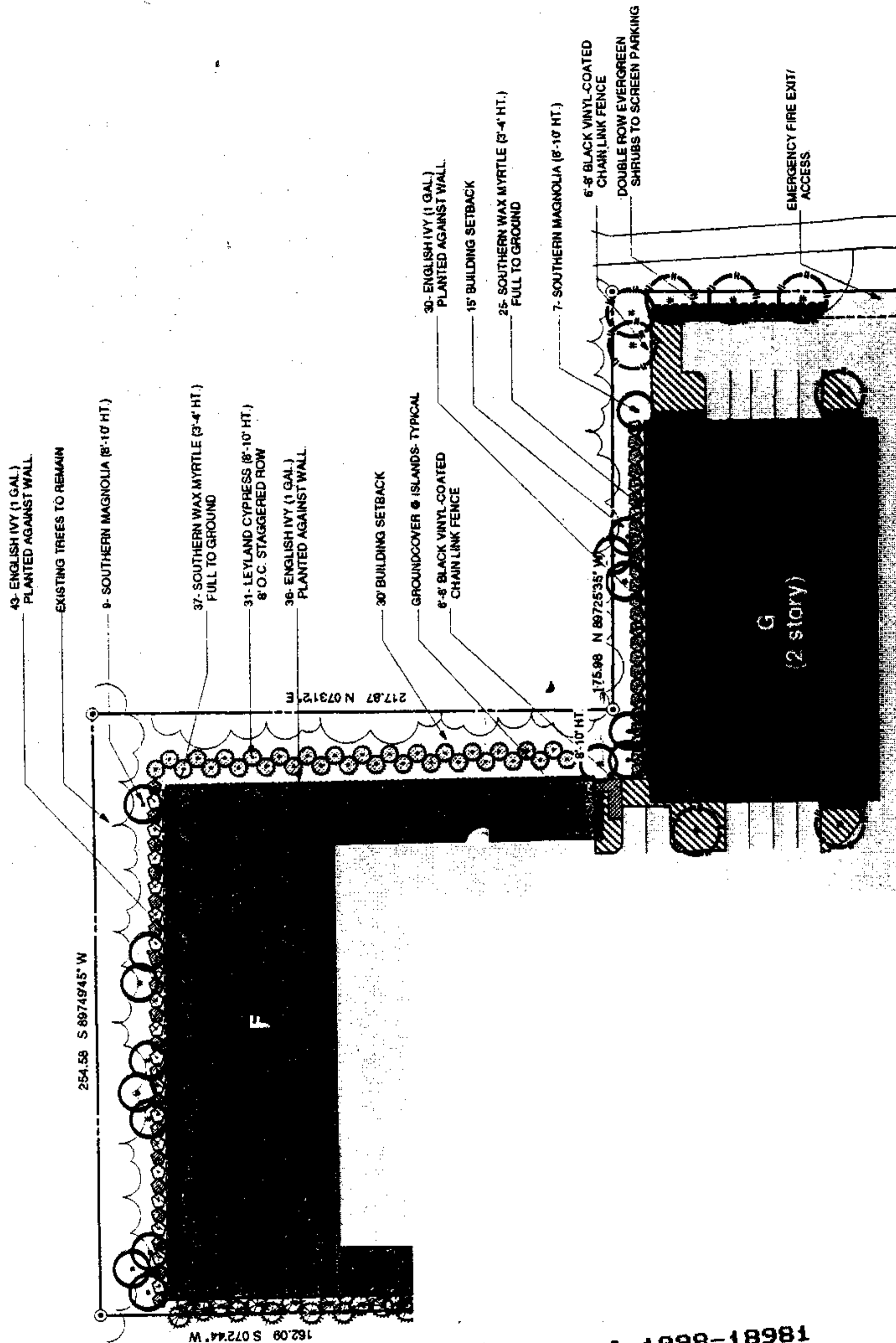
<p><b>PRELIMINARY GRADING &amp; UTILITIES PLAN</b>          FOR          CONDITIONAL USE APPROVAL          LOT 2 - REGIONS BANK AT 280 SURVEY          SEC. 5, TWP 19S., R. 1W          HOOVER          SHELBY COUNTY, ALABAMA</p>		<p><b>PARAGON ENGINEERING INC</b>          SUITE 230          2320 HIGHLAND AVENUE SOUTH          BIRMINGHAM, ALABAMA 35206          (205) 939-1119</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/26/88</td> <td>PRELIMINARY GRADING &amp; UTILITIES PLAN</td> <td>PE</td> </tr> <tr> <td>2</td> <td>11/10/88</td> <td>REVISED FOR COMMENTS OF THE CITY ENGINEER</td> <td>PE</td> </tr> <tr> <td>3</td> <td>11/10/88</td> <td>REVISED FOR COMMENTS OF THE CITY ENGINEER</td> <td>PE</td> </tr> <tr> <td>4</td> <td>11/10/88</td> <td>REVISED FOR COMMENTS OF THE CITY ENGINEER</td> <td>PE</td> </tr> </tbody> </table>	NO	DATE	DESCRIPTION	BY	1	10/26/88	PRELIMINARY GRADING & UTILITIES PLAN	PE	2	11/10/88	REVISED FOR COMMENTS OF THE CITY ENGINEER	PE	3	11/10/88	REVISED FOR COMMENTS OF THE CITY ENGINEER	PE	4	11/10/88	REVISED FOR COMMENTS OF THE CITY ENGINEER	PE
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EXHIBIT D



NOTE: PROPOSED PLANTING LOCATIONS SHOWN MAY BE ADJUSTED BASED ON FINAL SITE GRADING AND LOCATION OF EXISTING TREES TO REMAIN.

PARTIAL SCHEMATIC PLANTING PLAN

**STORAGE USA**  
HOOVER, ALABAMA

REVISIONS:  
BLDG. F&G 5-13-98  
BLDG. F&G 5-14-98

SCALE 1" = 30'-0"  
DATE 11-8-97

SHEET  
**ONE**

OF ONE

Inst # 1998-18981  
05/22/1998-18981  
03:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
013 NCD 38.50



LANDSCAPE ARCHITECTS, SHELBY COUNTY, ALABAMA