

DECLARATION
OF
PROTECTIVE COVENANTS
FOR
OAK MOUNTAIN BUSINESS PARK

Draft 10/27/98

THIS DECLARATION, made this 2nd day of November, 1998, by RANDALL H. GOGGANS, a married man, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property situated in Shelby County, Alabama, described as on Exhibit A attached hereto and incorporated by reference herein, said property being hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to subject the Property to the following covenants, conditions, and restrictions for the benefit of the Property and its present and subsequent owners;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall attach to and run with the Property, and shall be binding on all parties having any right, title, or interest in any lot or Parcel contained within the Property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 Amendment. The term "Amendment" or "Amendments" shall mean and refer to any and all amendments to this Declaration as may from time to time be adopted pursuant to the terms and provisions of Article 7.04 and 7.07 hereof.

1.02 Committee. The term "Committee" shall mean and refer to the Architectural Control Committee provided in Article 3 hereof.

1.03 Declaration. The term "Declaration" shall mean and refer to this Declaration of Protective Covenants for Oak Mountain Business Park, which shall be recorded in the office of the Judge of Probate of Shelby County, Alabama, together with all Amendments thereto.

1.04 Deed. The term "Deed" shall mean and refer to any deed, mortgage, lease, assignment or other instrument conveying any interest in a Parcel, or any part thereof.

1.05 Developer. The term "Developer" shall mean and refer to Randall H. Goggans his successors and assigns.

1.06 Owner. The term "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities (including the Developer), of a fee simple title to any Parcel, but excluding those having such interest merely as security for the payment of an obligation.

1.07 Parcel. The term "Parcel" shall mean and refer to any plot of land or parcel of real property within the Property.

1.08 Property. The term "Property" shall mean and refer to that certain real property situated in Shelby County, Alabama, described on Exhibit A attached hereto and incorporated by reference herein.

1.09 Structure. The term "Structure" or "Structures" shall mean and refer to the buildings to be erected on each Parcel.

ARTICLE II

MUTUALITY OF BENEFIT AND OBLIGATION

2.01 Mutuality of Benefit and Obligation. The provisions of this Declaration and any Amendments hereto are made: (a) for the mutual and reciprocal benefit of each and every Parcel and are intended to create mutual, equitable servitudes upon and in favor of each parcel; (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Parcel or part thereof, and (c) to create a privity of contract and estate between the Owners, their heirs, successors and assigns.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Membership. Initially, the Committee shall be composed of the following individual: Randall H. Goggans who shall serve until the first of the following to occur: (a) the sale of all Parcels by the Developer, or (b) five (5) years from the date of filing of this Declaration. Thereafter, the Committee shall be composed of three (3) members to be elected by a majority vote of the Owner.

The Committee may designate one (1) representative to act for it. In the event of the 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 or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee shall function by majority vote and shall have the right to establish such rules and regulations concerning procedure, notice of meetings and all other matters which may come before the Committee.

3.02 Prior Approval of Plans. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Parcel, nor shall any existing Structure upon any Parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Parcel, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by said Committee, but in any event shall include (i) a site plan of the Parcel (including proposed front, rear and side setbacks of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Parcel; (ii) architectural plans showing the nature, exterior color scheme, kind, shape, height and materials of all proposed Structures; (iii) a grading plan for the particular Parcel; (iv) a drainage plan and (v) a plan for landscaping. Proposed plans should be transmitted to the address as set forth below:

RANDALL H. GOGGANS
100 APPLGATE DRIVE
BIRMINGHAM, ALABAMA 35124

3.03 Basis for Disapproval of Plans. The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) failure of any such plans or specifications to comply with any of the restrictions contained in this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Parcels in the

vicinity;

- (e) objections to the location of any proposed Structure upon any Parcel or with reference to other Parcels in the vicinity;
- (f) objection to the site plans, grading plans or drainage plan for any Parcel;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Parcel on the grounds of (i) incompatibility to proposed uses and Structures on such Parcels, or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Parcel;
- (i) failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the Parcel, or
- (j) any other matter which, in the reasonable judgment of the committee, would render the proposed Structure, Structures, or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Parcels within the vicinity.
- (k) No building on Applegate Parkway shall have metal siding on the front or sides of such building which is visible from Applegate Parkway.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless six (6) month period is extended by agreement with the Committee, in which event the extended time period shall be applicable.

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 action was based. 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.

3.04 Retention of Copy of Plans. Upon approval by the committee of any plans and specifications submitted hereunder, one (1) 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.

3.05 Rules of the Committee; Effect of Approval and Disapproval.

Time for Approval. The Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Parcels, including without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, omission from, or amendment of any such rule or statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Committee's rights, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions contained in this Declaration and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Parcel in question. In the event the Committee falls to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall have been deemed to have been approved, as submitted, and no further action shall be required; provided, however, that the applicant shall have evidence of receipt of the required application package by the Committee.

3.06 Failure to Obtain Approval. If any Structure shall be altered, erected, placed or maintained upon any Parcel, or any new use commenced upon any Parcel, otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article 3, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 3, and without the approval required herein, and, upon written notice from the Committee, any such structure so altered, erected, placed, or maintained upon any Parcel in violation shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen days (15) after the notice of such violation the Owner

of the Parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association, on behalf of the other Owners of each Parcel, shall have the right, through its agents and employees, to enter upon such Parcel and to take such steps as may be necessary to extinguish such 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 Parcel in question. The lien provided in this **Article 3.06** shall not be valid as against a bona fide purchaser (or a bona fide mortgagee) of the Parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County, Alabama, prior to the recordation of the deed (or mortgage) in the Office of the Judge of Probate of Shelby County, Alabama, conveying the Parcel in question to such purchaser (or subjecting the same to such mortgage).

3.07 Inspection Rights. Any agent of the Committee may at any reasonable time or times enter upon and inspect any Parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such Parcel and the maintenance, construction, or alteration of Structures thereon are in compliance with the provisions hereof; and the Committee nor any such agent of the same shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

3.08 Waiver of liability. The Committee, or any architect or agent of the foregoing, shall not be responsible in any way for any failure of any Structures to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

3.09 The Committee shall also administer the payment and collection of all sums due from Lot Owners pursuant to the provisions of Article IV, paragraph 4.11 as hereinafter set out.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

4.01 Without the Prior Written Approval of the Committee:

- (a) no previously approved Structure shall be used for any purpose other than that for which it was originally designed;
- (b) no Parcel shall be split, divided or subdivided for sale, resale, gift, transfer, or otherwise;
- (c) to the extent of the interest of the Owner of a Parcel, no facilities, including poles and wires, for the

transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Parcel and no external or outside antennas of any kind shall be maintained except on the rear portion of the Parcel; and

- (d) no boat, boat trailer, house trailer, trailer, motor home or any similar items shall be stored in the open on any Parcel for a period of time in excess of twenty-four (24) hours.

4.02 Animals. No birds, livestock, animals, or insects shall be kept or maintained on any Parcel without the express written consent of the Committee.

4.03 Signage Regulations. The signage regulations for the Oak Mountain Business Park shall be as follows:

- (a) generally, single and multi tenant building developments within Oak Mountain Business Park shall be allowed only one (1) free-standing ground sign or one (1) building sign to the fronting street. multi rent buildings which are designed to provide individual exterior entry to the tenants will be allowed to incorporate tenant identification signage on the exterior of each tenant's space and said signage shall not exceed 12 square feet per tenant sign.
- (b) all free standing signs must be within the property line and extend no higher than 6 feet above the ground.
- (c) no building sign may extend above the face of the building nor project more than 18 inches from the wall.
- (d) signs may be illuminated by non-flashing direct or indirect illumination and shall not contain moving parts.
- (e) the permitted sign face area shall be approved on an individual basis by the Committee and will be based on the following criteria:
 - 1. Size (acres of the subject parcel)
 - 2. Size (height and scale of the building)
 - 3. The relationship of the subject sign to adjacent developments.
- (f) temporary signs shall be subject to the prior written approval of the Committee.

- (g) all signs shall be subject to review and approval of the Committee.

4.04 Temporary Structures. No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily, or permanently as a residence on any Parcel.

4.05 Accumulation of Refuse. No lumber, metals, or bulk materials shall be kept, stored or allowed to accumulate on any Parcel, except building materials during the course of construction of any approved Structure. No refuse or trash shall be kept, stored or allowed to accumulate, except between scheduled pick-ups and in accordance with the following:

4.06 Pipes. To the extent of the interest of the Owner of a Parcel, no water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground on any Parcel, except hoses and movable pipes used for irrigation purposes.

4.07 Mining. To the extent of the interest of the Owner of a Parcel, and except for construction approved under **Article 3** hereof, no Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

4.08 Underground Utilities. To the extent of the interest of the Owner of a Parcel, the Owner of a Parcel will not without the prior written consent of the Committee, erect or grant to any person, firm, or corporation the right, license or privilege to erect or use or permit the use or erection of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the particular area). Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

4.09 Connection Points for Utility Service Lines. To the extent of the interest of the Owner of each Parcel, such Owners agree to connect utility service lines (including, but not limited to, gas, water, sewer and electricity) at points designated by the Committee.

4.10 Damage or Destruction. In the event of any damage or destruction to any Structure, the Owner of such Structure does hereby covenant and agree to promptly reconstruct, replace or repair any Structure on the Parcel caused by such damage or destruction in accordance with the provisions Article 3 hereof.

4.11 Street Lights, Monuments Maintenance and Lighting. The Developer may elect to construct street lights and a monument sign with lighting and landscaping near the entrances to the Property. In the event of such election(s), each Owner of a Lot within the Property shall bear their prorata share of the periodic costs of maintaining and operating such street lights, monuments, monument lighting and landscaping. The collection of such periodic costs shall be administered by the Committee. In the event any Lot Owner fails to pay within thirty (30) days the charges assessed by the Committee under this paragraph, a lien shall be established on the Lot of such defaulting Owner which may be foreclosed as mortgages are foreclosed (with power of sale) in the State of Alabama. Such lien shall not prime the lien of any bona fide mortgagee holding a mortgage on the Lot of such delinquent Owner. Delinquent sums shall bear interest at the rate of 1.5% per month and such delinquent Lot Owner shall also pay all cost of collection including a reasonable attorney's fee.

ARTICLE V

ZONING AND SPECIFIC RESTRICTIONS

5.01 Zoning Laws. The Restrictions set forth in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

5.02 Building Codes. All buildings shall comply with requirements of the Standard Building Code, the City of Pelham Building Inspection Department and the Shelby County Health Department.

5.03 Setbacks. No structure shall be located on any Parcel nearer to the front line or nearer to the side street line than the minimum building setback lines as required in the City of Pelham's Zoning Regulations for the subject zoning classification. In addition, no building shall be located on any Parcel nearer than 35 feet to the front line, side and interior parcel line or the rear Parcel line. For the purpose of this covenant, eaves, steps, and open porches shall not be construed to permit any

portion of a building on a Parcel to encroach upon another Parcel. Paved areas may only extend to within 12 feet of any property line. The Committee shall have the authority to grant variances from the above established setback requirements.

5.04 Parking. Each Parcel Owner shall provide adequate off street parking to accommodate all existing and future needs for employees, visitors and company vehicles. Parking spaces shall meet the City of Pelham's off street parking requirements. Each space shall be a minimum of nine (9) feet wide unless designated as handicapped parking. Areas designated for automobile use shall not be used for trucks, commercial vehicles and/or material storage. No parking will be permitted in open fields or vacant lots. Inoperative or junk vehicles will be towed away at Owner's expense.

5.05 Off Street Loading. Truck and trailer maneuvering areas shall be entirely off street and no backing shall be allowed into or from the public street. Truck maneuvering areas shall be one-hundred twenty-five (125) feet in depth and truck berths a minimum of twelve (12) feet wide. No loading areas shall be permitted on the front of any building or on any side facing a public street. Additional screening and/or beautification may be required by the Committee adjacent to any loading facility.

5.06 Landscaping. Landscaping treatment shall be required on all Parcels. Every Parcel on which a building shall have been placed shall be maintained to keep the Parcel in a well kept condition. A minimum of twenty percent (20%) of each Parcel shall be landscaped for green treatment in a. balanced mixture of grass lawns, ground cover., shade trees, plantings, evergreen hedge and flowers. General landscaping shall also include the use of walls, screening terraces and berms. Landscaping can be used to mark entrance points, parking areas, define service areas and property divisions as well as to enhance building scale and forms. Landscaping or Beautification Plans must be approved by the Committee.

Landscape treatment should not interfere with the line of sight or block needed views of buildings or their means of identification from the public street providing access thereto.

Each Parcel Owner will be responsible for the implementation and maintenance of landscaping within the normal right-of-way line of adjacent public streets. Landscaping materials shall generally consist of sod as prescribed by the Committee.

ARTICLE VI

EASEMENTS

6.01 Drainage. Except with prior written permission from the Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record of Oak Mountain Business Park. The Developer may cut drainways for surface water wherever and whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that the Developer's right to cut drainways shall terminate when the principle structure and approved landscaping on conveyed property shall have been completed. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. The provisions hereof shall not be construed to impose any obligation upon the Developer to cut such drainways.

6.02 Grading. The Developer may at any time make such cuts and fills upon any Parcel or other part of Oak Mountain Business Park and to drain surface waters therefrom; and may assign such rights to Shelby County, Alabama or the City of Pelham, Alabama, or to any municipal or public authority; provided, however, that after plans for the principal Structure upon a Parcel shall have been approved by the Committee as provided herein. The rights of the Developer under this Article 6 shall terminate with respect to all parts of such Parcel other than the easement area thereof, except that the Committee or any municipal or public authority having jurisdiction shall thereafter have the right to maintain existing streets and drainage structures.

ARTICLE VII

GENERAL

7.01 Grantee's Acceptance. The grantee of any 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 the Developer or a subsequent Owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of the provisions of this Declaration herein contained.

7.02 Indemnity for Damages. Each Parcel Owner and/or future Parcel Owner, in accepting a deed or contract for any Parcel subject to this Declaration, agrees to indemnify the Developer, the Association and the Committee for any damage 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 the Developer, or for which the Developer or the Association has responsibility, at the

time of such damage.

7.03 Severability. Every one of the provisions and restrictions contained in this Declaration is hereby declared to be independent of, and severable from, the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions in this Declaration. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions, which shall remain in full force and effect.

7.04 Right of Developer to Modify Restrictions With Respect to Unsold Parcels. With respect to any unsold Parcel, Developer may include in any contract or deed hereinafter made or entered into such modifications and/or additions to this Declaration as the Developer, in its discretion desires.

7.05 Effect of Violation on Mortgage Lien. No violation of any of the provisions 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 provided, however, that any mortgage in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to the provisions of this Declaration as fully as any other Owner of any portion of the Property.

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

7.07 Duration and Amendment. These covenants and restrictions shall run with the land and may be changed, modified, amended, altered or terminated only in accordance with the provisions hereof. These covenants and restrictions may be changed, modified, amended, altered or terminated at any time within a period of fifteen (15) years from the date of these covenants and restrictions are recorded by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of Parcels of Oak Mountain Business Park. After fifteen (15) years from the date these covenants and restrictions are recorded, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of Parcels of Cahaba Valley Park North. After twenty (20) years from the date these covenants and restrictions are recorded, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of sixty-five percent (65%) of the number of the Parcels of Oak Mountain Business Park.

7.08 Enforcement. In the event of a violation or breach of any of the provisions of this Declaration or any Amendments hereto, by any Parcel Owner, or employee, agent, or lessee of such Owner, the Owner(s) of Parcel(s), their successors and assigns, or any business party to whose benefit these covenants and 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 covenants and restrictions, to sue for and recover damages or other dues or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

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 at law or in equity.

Any party to a proceeding who succeeds in enforcing the provisions hereof, or enjoining the violation of any provision of this Declaration against a Parcel Owner, may be awarded a reasonable attorney's fee against such Parcel owner.

7.09 No Waiver. The failure of any party entitled to enforce any provision of this Declaration 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 a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article 3 shall be binding on any and all parties as a conclusive determination that such plans are in conformity with the requirements of this Declaration.

7.10 Not Homestead. The Property is not the homestead of the Developer or his spouse.

IN WITNESS WHEREOF, Randall H. Goggans, has caused this Declaration of Protective Covenants of Oak Mountain Business Park to be property executed by its duly authorized general partner as of the 2nd day of November, 1998.


RANDALL H. GOGGANS

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that RANDALL H. GOGGANS, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of November, 1998

Retha D. Sumner
Notary Public

My Commission Exp. 4-2000

REGIONS BANK, as the holder of a mortgage encumbering a portion of OAK MOUNTAIN BUSINESS PARK, hereby consents to the foregoing Declaration of Protective Covenants for OAK MOUNTAIN BUSINESS PARK.

REGIONS BANK

By: Kathy J. Young
Its: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

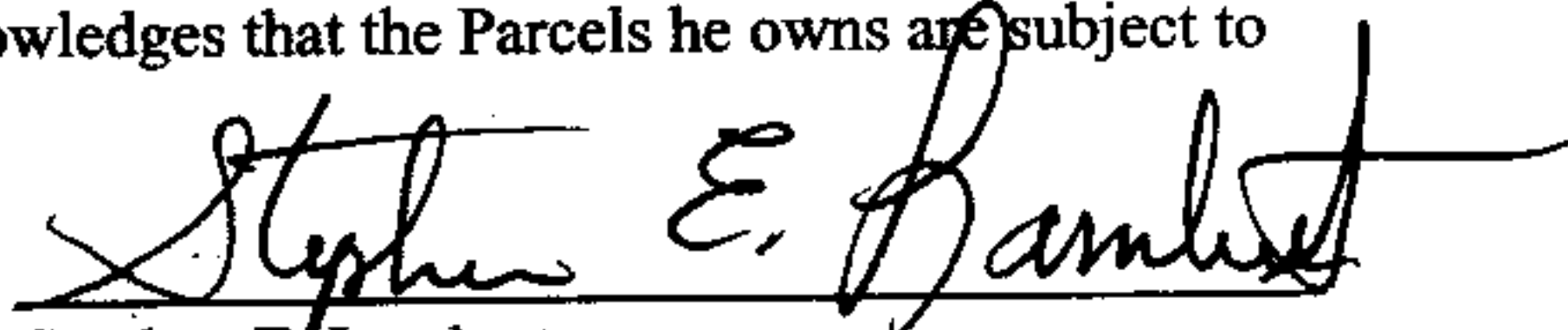
CORPORATION ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kathy J. Young, whose name as of Regions Bank, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me 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 the said banking association.

Given under my hand and official seal this 9 day of Dec., 1999

[Signature]
Notary Public
My Commission Exp. 2/99


Stephen E. Lambert, being the owner of Parcels within the Property has executed these covenants indicating his consent to the foregoing declaration of protective covenants for Oak Mountain Business Park and accordingly, acknowledges that the Parcels he owns are subject to these covenants.


Stephen E. Lambert

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that STEPHEN E. LAMBERT, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of Nov, 1998.


Notary Public

My Commission Exp. 4-2000

John C. Hearn, being the owner of a Parcel within the Property has executed these covenants indicating his consent to the foregoing declaration of protective covenants for Oak Mountain Business Park and accordingly, acknowledges that the Parcel he owns is subject to these covenants.

John C. Hearn
John C. Hearn

STATE OF ALABAMA)
Stark COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that John C. Hearn, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of Nov, 1998.

Rehine B. Summers
Notary Public

My Commission Exp. 4-2000

EXHIBIT A
DECLARATION OF POSITIVE COVENANTS
FOR

OAK MOUNTAIN BUSINESS PARK (PAGE 1 of 2)

a parcel of land situated in the SE 1/4 of the SW 1/4 and in the SW 1/4 of the SE 1/4 of Section 19, and in the NW 1/4 of the NE 1/4 of Section 30, Township 20 South, Range 2 West and being more particularly described as follows:

BEGIN at the NE Corner of the SE 1/4 of the SW 1/4 of Section 19, Township 20 South, Range 2 West, said point being the POINT OF BEGINNING; thence S 89deg-36'-47" E a distance of 48.84' to a point on the southeasterly right-of-way line of Shelby County Highway No. 52 (R.O.W. Varies), said point lying on a curve to the right having a radius of 1472.05' and a central angle of 19deg-26'-07"; thence along said right-of-way line and the arc of said curve a distance of 499.33', said arc subtended by a chord which bears S 83deg-42'-25" W a distance of 496.94', to the end of said arc; thence S 17deg-32'-44" W and leaving said right-of-way line a distance of 221.28'; thence N 64deg-17'-28" W a distance of 149.95' to a point on a curve to the right having a radius of 154.80' and a central angle of 69deg-09'-13"; thence along the arc of said curve a distance of 186.84', said arc subtended by a chord which bears N 29deg-42'-51" W a distance of 175.70', to a point on a compound curve to the right having a radius of 30.40' and a central angle of 80deg-10'-35"; thence along the arc of said curve a distance of 42.61', said arc subtended by a chord which bears N 45deg-01'-03" E a distance of 39.21', to the end of said curve and a point on the southwesterly right-of-way line of said highway; thence N 80deg-19'-19" W along said right-of-way line a distance of 108.49', to a point on a curve to the right having a radius of 30.00' and a central angle of 73deg-51'-27"; thence along the arc of said curve a distance of 38.67', said arc subtended by a chord which bears S 30deg-14'-19" E a distance of 36.05', to a point on a reverse curve to the left having a radius of 217.52' and a central angle of 71deg-05'-50"; thence along the arc of said curve a distance of 269.92', said arc subtended by a chord which bears S 28deg-51'-31" E a distance of 252.93', to the end of said curve; thence S 55deg-04'-43" W a distance of 310.75'; thence N 80deg-40'-50" W a distance of 223.78'; thence S 1deg-11'-00" W a distance of 922.80' to a point on the southerly boundary of said 1/4-1/4 section; thence S 89deg-34'-06" E along said southerly boundary a distance of 1264.73' to the SE Corner of said 1/4-1/4 section; thence S 89deg-29'-10" E a distance of 65.48'; thence S 1deg-34'-33" W a distance of 281.15'; thence S 53deg-05'-17" E a distance of 310.74' to a point on the northwesterly right-of-way line of Shelby County Highway No. 11 (80' R.O.W.); thence N 36deg-54'-40" E along said right-of-way line a distance of 160.87'; thence N 37deg-33'-02" E along said right-of-way line a distance of 203.07'; thence N 37deg-38'-37" E along said right-of-way line a distance of 106.87' to a point on a curve to the right having a radius of 25.00' and a central angle of 89deg-38'-48"; thence leaving said right-of-way line and along the arc of said curve a distance of 39.12', said arc subtended by a chord which bears N 89deg-11'-26" W a distance of 35.25', to a point on a compound curve to the right having a radius of 230.51' and a central angle of 34deg-30'-26"; thence along the arc of said curve a distance of 138.83', said arc subtended by a chord which bears N 27deg-42'-30" W a distance of 136.74', to the end of said curve; thence N 10deg-30'-02" W a distance of 265.26'; thence N 37deg-38'-42" E a distance of 1296.67' to the northerly boundary of the SW 1/4 of the SE 1/4 of Section 19; thence N 89deg-27'-39" W along the northerly boundary of said 1/4-1/4 Section a distance of 1236.41 feet to the point of beginning. Being situated in Shelby County, Alabama.

LESS AND EXCEPT THAT REAL PROPERTY DESCRIBED
ON PAGE 2 OF THIS EXHIBIT A

**PAGE 2 OF 2 EXHIBIT A TO DECLARATION OF PROTECTED COVENANTS FOR
OAK MOUNTAIN BUSINESS PARK**

The following described real estate is expressly not subject to the Declaration of Protected Covenants for Oak Mountain Business Park.

Lots 1, 2, 2A, 3 and 3A, together with Applegate Circle all as shown on Record Map for Oak Mountain Business Park Sector 1 as set out in Map Book 23, Page 84 and Instrument No. 1998-00488 all in the Office of the Judge of Probate Shelby County, Alabama.

Also excluded is Oak Mountain Business Park Right of Way Dedication as set out in Map Book ____ Page ____ Office of the Judge of Probate Shelby County, Alabama.

Inst # 1998-51856

12/23/1998-51856
11:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 CRH 52.00