

STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 2000-03581

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 3rd day of January, 2000 by **DOUBLE OAK WATER RECLAMATION, L.L.C.**, an Alabama limited liability company ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of that certain real property legally described as follows (the "Property"):

Lot 6, according to the Survey of The Shoppes at the Corners, Phase 2, as recorded in Map Book 26, page 89 in the Probate Office of Shelby County, Alabama (the "Record Plat"); being situated in Shelby County, Alabama.

WHEREAS, as shown on the Record Plat, there is situated on the Property a sanitary sewage treatment plant, with its related equipment and facilities (the "Sewage Treatment Plant"), and a detention basin (the "Detention Basin"); and

WHEREAS, Declarant desires to own, develop, improve, lease and sell the Property, subject to certain covenants, conditions, restrictions, requirements and obligations as set forth herein.

NOW THEREFORE, Declarant does hereby declare as follows:

1. **General Declaration**. Declarant hereby declares that the Property is and shall be subject to the covenants, conditions, restrictions, and regulations of this Declaration and the Property, any part thereof and any improvements thereon, shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which covenants, conditions, restrictions, and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of Declarant and all persons or entities owning, acquiring or having any right, title or interest in the Property and their respective heirs, executors, administrators, personal representatives, successors and assigns (the "Property Owner").

2. **The Detention Basin**. The Detention Basin situated within the Property is for the

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purpose of facilitating drainage of the Property's storm water run-off and for drainage of storm water run-off from real property situated adjacent to or in close proximity with the Property. The maintenance and repair of the Detention Basin situated within the Property shall be the responsibility of each successive Property Owner at its sole cost and expense. The Property Owner shall be responsible for maintaining the Detention Basin in reasonably good condition and perform the necessary repairs and maintenance on the Detention Basin which shall be required from time to time to maintain the Detention Basin in such condition as is necessary to provide such adequate drainage.

3. **Release of Liability.** A Property Owner, by acceptance of a deed to or other conveyance of any interest in the Property, does hereby waive and release Declarant, and its respective agents, employees, representatives, partners, shareholders, members, manager, officers and directors, and each preceding Property Owner from any and all liabilities or responsibilities or any other claim arising out of or as a result of the ownership, operation or maintenance of the Detention Basin, even if such loss or damage is caused by the fault or negligence of Declarant, or any of its agents, employees, representatives, partners, shareholders, members, managers, officers and directors, or by the fault or negligence of a preceding Property Owner. A Property Owner, by acceptance of a deed to or other conveyance of any interest in the Property, shall be deemed to have assumed the obligations of Declarant or the preceding Property Owner hereunder and Declarant or the preceding Property Owner shall be relieved of and released from any obligations hereunder.

4. **Term.** The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind the Property and all Property Owners and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after fifty (50) years from the date hereof, a declaration executed by the current Property Owner terminating or modifying this Declaration has been approved by the Shelby County Commission and recorded in the Probate Office of Shelby County, Alabama.

5. **Miscellaneous.**

(a) **GOVERNING LAW.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Alabama.

(b) **BINDING EFFECT.** This Declaration shall be binding upon the Declarant, each successive Property Owner and their successors and assigns.

(c) **SEVERABILITY.** Each of the covenants and agreements contained herein shall be deemed separate, severable and independent, and in the event any part or provision of this Declaration should be declared invalid by any court of competent jurisdiction, such declaration shall not in any manner affect or impair the validity or enforceability of any other part or provision hereof.

(d) **HEADINGS.** Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date first above written.

DOUBLE OAK WATER RECLAMATION, L.L.C., an Alabama limited liability company

By: **SOUTH EDGE, INC.**, an Alabama corporation
Its Manager

By: *Michael D. Fuller*
Michael D. Fuller
Its President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael D. Fuller, whose name as President of South Edge, Inc., an Alabama corporation, as Manager of **DOUBLE OAK WATER RECLAMATION, L.L.C.**, an Alabama 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager as aforesaid.

Given under my hand and official seal this 13th day of January, 2000.

Mary Baudette Johnson
Notary Public

My Commission Expires: 7/24/2001

(SEAL)

CONSENT OF MORTGAGEE

Covington County Bank ("Mortgagee"), as the holder of that certain Mortgage dated as of June 18, 1998 given by Declarant and recorded as Instrument No. 1998-24241 and re-recorded as Instrument No. 1998-33507 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time, does hereby consent to the execution of the Declaration and all of the terms and provisions set forth therein

Dated as of the 18 day of January, 2000.

WITNESS:

[Signature]

COVINGTON COUNTY BANK

By: [Signature]
Alan L. Mims
Its: Executive Vice President

STATE OF ALABAMA)

COVINGTON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alan L. Mims, whose name as Executive Vice President of **COVINGTON COUNTY BANK**, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18 day of January, 2000.

[Signature]
Notary Public
My Commission Expires:

MARIE SPANN
Notary Public, AL State At Large
My Comm. Expires Dec. 22, 2002

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