



STATE OF ALABAMA)
)
SHELBY COUNTY)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made this 5th day of April, 2002 by **DOUBLE OAK WATER RECLAMATION, L.L.C.**, an Alabama limited liability company ("Declarant").

R E C I T A L S:

WHEREAS, Declarant is the owner of that certain real property legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant desires to place certain restrictive covenants on the Property in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant does hereby declare as follows:

1. **General Declaration.** Declarant hereby declares that the Property is and shall forever be subject to the covenants, conditions, restrictions, and regulations of this Declaration and the Property, and any part thereof, shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied and otherwise used 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 (all such persons or entities are included in the term "Declarant" below).

2. **Prohibitions.** Except as necessary to carry out any preservation, restoration, maintenance or enhancement activities, Declarant hereby covenants that the Property shall remain in its natural condition forever and that Declarant shall in no way alter the vegetation, soils or hydrology of the Property by action or actions taken within the boundaries of the Property, including filling, excavating, dredging, constructing, clearing and grading; provided, however, (i) minor land clearing, cutting and mowing for aesthetic purposes is allowed and (ii) removal or trimming of vegetation hazardous to person or property or of timber downed or damaged due to natural disaster or Acts of God is allowed.

3. **Reserved Rights.** It is expressly understood and agreed that this Declaration does

Thornton Construction

not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Declaration is created solely for the protection of the Property in its natural condition and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the Property for all purposes not inconsistent with this Declaration.

4. **Property Transfers.** Declarant shall include the terms and provisions of this Declaration in all deeds, mortgages or other legal instruments used to convey any interest in the Property; provided, however, failure to comply with this paragraph does not impair the validity or enforceability of the terms and provisions of this Declaration.

5. **Miscellaneous.**

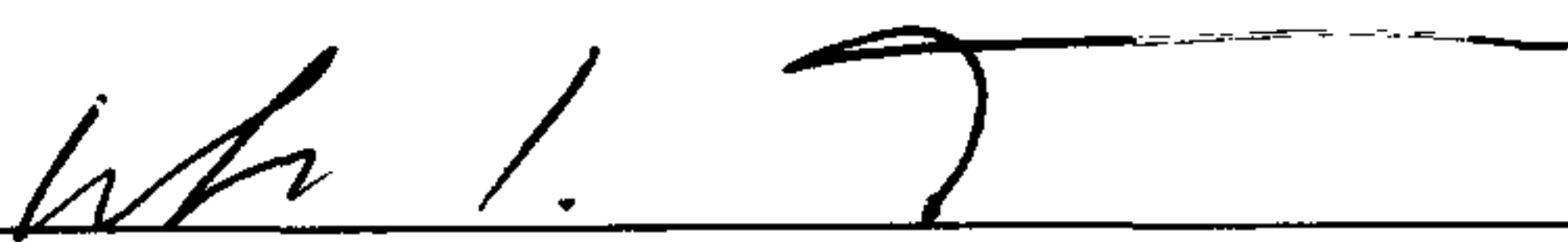
(a) **BINDING EFFECT.** This Declaration shall be binding upon the Declarant and its successors and assigns.

(b) **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 determination shall not in any manner affect or impair the validity or enforceability of any other part or provision hereof.

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: 
William L. Thornton, III
Its Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that

William L. Thornton, III, whose name as Vice 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 5TH day of April, 2002.

Mary Thornton Taylor

Notary Public

My Commission Expires: 5/27/07

(SEAL)

EXHIBIT A

SCENIC PRESERVE PARCEL

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4 of the Northeast 1/4 of said Section 20; thence run in an Easterly direction on a bearing of N 89°32'53" E a distance of 784.92 feet to the POINT OF BEGINNING of the parcel herein described, said point also being on the Easterly right-of-way of Old Hwy. 280; thence continue along said North line in the same direction as last described course on a bearing of N 89°32'53" E a distance of 191.23 feet to a point, said point being on the Westerly right-of-way of new U.S. Hwy. 280; thence turn an angle to the right and run in a Southeasterly direction along said right-of-way on a bearing of S 31°35'26" E a distance of 674.84 feet to a point, said point being on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 20; thence turn an angle to the right and run in a Southerly direction along said East line on a bearing of S 00°17'33" E a distance of 424.39 feet to a point, said point being on the Northeasterly right-of-way of Old Hwy. 280, said point also being on a curve to the left; thence turn an angle to the right and run along said right-of-way and along the arc of said curve, having a radius of 995.10 feet, a central angle of 03°01'21", an arc length of 52.49 feet, and a chord bearing of N 66°28'08" W to a point; thence continue tangent to last described curve in a Northwesterly direction and along said right-of-way on a bearing of N 67°58'48" W a distance of 102.50 feet to a point, said point being on a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 319.26 feet, a central angle of 74°01'00", an arc length of 412.43 feet, and a chord bearing of N 30°58'18" W to a point; thence continue tangent to last described curve and along said right-of-way in a Northeasterly direction on a bearing of N 06°02'12" E a distance of 66.50 feet to a point, said point being the beginning of a curve to the left; thence continue along said right-of-way and along the arc of said curve, having a radius of 614.98 feet, a central angle of 47°22'00", an arc length of 508.41 feet and a chord bearing of N 17°38'48" W; thence continue tangent to last described curve and along said right-of-way in a Northwesterly direction on a bearing of N 41°19'48" W a distance of 95.68 feet to the POINT OF BEGINNING; said parcel containing 5.3433 acres, more or less.