DEED BEING RERECORDED
TO ADD EXHIBIT A THERETO

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Shelby Cnty Judge of Probate,AL
07/05/2005 01:54:10PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

James E. Roberts
P. O. Box 430224
Birmingham, Alabama 35243

Send Tax Notice

Sun Coast Properties of Jacksonville, Inc.
8003 James Island Trail
Jacksonville, FL 32256

WARRANTY DEED (Without Survivorship)

Shelby County, AL 07/05/2005
State of Alabama

Deed Tax:$597.50

STATE OF ALABAMA)
SHELBY COUNTY) **KNOWN ALL MEN BY THESE PRESENTS:**

That in consideration of Five Hundred Ninety-seven Thousand Five Hundred Thirty-two and 89/100 Dollars ($597,532.89), and other good and valuable consideration to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged,

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I-65 Investment Properties, an Alabama general partnership,

(herein referred to as Grantor), grant, bargain, sell and convey unto,

Sun Coast Properties of Jacksonville, Inc., d/b/a SPOJ, Inc., a Florida corporation,

(herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 11, 14, and 15, according to the Survey of Millennium Park, as recorded in Map Book 27, Page 125 A, B & C, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. Easements; building lines, and restrictions of record.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, as recorded in Volume 352, Page 805.
3. Right-of-way granted to Shelby County recorded in Volume 244, Page 129 and Volume 239, Page 237.
4. This conveyance is subject to the restrictions contained in the deed Grantors received from Mead Land Services, Inc., the 18th day of January, 1984, which is recorded in the Shelby County Probate Book 352, Page 818 through Page 826. Grantees acknowledge and agree to be bound by same.
5. Those certain restrictive covenants attached hereto as Exhibit A.

The subject property is not the homestead of the Grantor or his spouse.

TO HAVE AND TO HOLD to the said Grantee, its heirs and assigns forever.

And Grantor does for itself and for its heirs, executors, and administrators covenant with the said GRANTEE, its heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 29th day of June, 2005.

I-65 Investment Properties, an
Alabama general partnership, by its
managing partner, James E. Roberts

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that I-65 Investment Properties, an Alabama general partnership, by its managing partner, James E. Roberts, whose name 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 the instrument, he executed the same voluntarily and with such authority on the day the same bears date.

Given under my hand and official seal this the 29th day of June, 2005.

Mary Christina Evans
Notary Public [SEAL]

My commission expires:

RESTRICTIVE COVENANTS IN MILLENNIUM PARK, ROY PARKWAY
SHELBY COUNTY, ALABAMA
OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65 Investment Properties for the purpose of maintaining an attractive commercial and light industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owner's request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be made initially by the I-65 Investment partnership. Upon the project's completion (seventy- five percent of the land sold) I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the subdivision who actually conduct business in the subdivision. These individuals or company may from time to time make such changes as they deem necessary and appropriate for the best interest of all property owners.

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") is made and entered into as of the 29th day of June 2005, by and between I-65 Investment Properties, an Alabama general partnership (hereinafter referred to as "Declarant") and Sun Coast Properties of Jacksonville d/b/a SPOJ, Inc., a Florida corporation, or assigns (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property described as Millennium Park as recorded in Map Book 27, Page 125 A, B, and C, in the office of the Judge of Probate of Shelby County, Alabama. (which property is hereinafter referred to as the (I-65 Investment Property");

WHEREAS, purchaser has contracted to purchase from Declarant a parcel of real estate described as **Lots 11, 14 and 15 of Millennium Park** and

WHEREAS, by reason of the proximity of the I-65 Investment Property and the Purchaser's property, both parties have a substantial interest in the development and maintenance of both Properties.

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. GENERAL

1.1 Compliance with Law.

In the completion of any improvements on the I-65 Investment Property and/or the purchasers Property, including, without limitation, any signage, the parties agree, at their own respective expense, to procure and comply with all applicable laws, permits,

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approvals, ordinances, rules and regulations of various governmental and quasi-governmental agencies and authorities having jurisdiction over the said properties.

2. <u>USE</u>

2.1 Use Restrictions.

The following uses shall not be permitted on either property contemplated herein:

(A) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building located thereon;

(B) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);

(C) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(D) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts;

(E) Any establishment selling or exhibiting pornographic material or drug-related paraphernalia;

(F) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black -jack or poker; slot machines, video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, or the sale of tickets for a governmentally operated lottery, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant..

(G) There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include vehicles or trucks associated with an automobile dealership or similar business.

(H) No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.

(I) No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.

(J) No well, of any kind, shall be drilled on the site.

2.2 Other Restrictions.

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(A) All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.

(B) The setback line for construction of buildings shall be fifty (50) feet from the George Roy Parkway with the fenced area not t6extend into the setback area.

(C) I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

(D) Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

3. **MAINTENANCE.**

3.1 Garbage, Trash and Refuse.

No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any improvements); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any tract except within an enclosed structure or container appropriately screened ftom view in a reasonably acceptable manner, except that any refuse container containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

3.2 Maintenance of Property.

The parties, their successors and assigns, agree to maintain or cause to be maintained their respective properties and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parkjng areas, landscaped areas and improvements, in a clean, sightly, and safe condition an further that it will at all times and ftomtime to time cause the prompt removal of all papers, debris, refuse, snow and ice, and that it will sweep paved areas when and as required in order that the I-65 Investment Property and the Purchaser's Property be maintained as above provided. All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Lawns shall be kept in a mowed condition. Drainage systems shall be kept clear and free of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair. To the extent reasonably possible, allplantings shall be maintained in a healthy condition, and fertilization, weeding and pruning of them shall be carried out on a regular basis. Dead or dying plants shall be removed as quickly as possible, and, subject, to seasonal limitations, replaced as quickly as possible. Irrigation systems shall be kept in proper workjng condition, with adjustment,

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repair and cleaning being done on a regular basis. All parking lots shall be curbed and paved and irrigation/sprinkler systems shall be installed and maintained.

3.3 Damage and Restoration.

In the event all or a portion of the improvements situated on either property are damaged or destroyed by a casualty insured or uninsured and the owner does not restore such damaged or destroyed improvements promptly upon the occurrence thereof, such owner shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action (including paving and landscaping) required by good construction practice so that the area which has been occupied by the razed improvements will be attractive; provided, however, this provision shall not prevent the owner from subsequently building on the area so cleared, provided that any such subsequent construction shall be in accordance with the provision or this Agreement.

4. DEFAULT AND REMEDIES

4.1 Remedies.

All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants or conditions of this Agreement, or to obtain a decree or compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

5. MISCELLANEOUS

5.1 Covenants to Run With Land.

Except as otherwise herein provided, each and all of the covenants, restrictions, conditions and provisions contained in this Agreement whether of an affirmative or negative nature (a) are made for the direct and mutual benefit of the I-65 Investment Property and the Purchaser's Property and each and every portion thereof and will constitute covenants running with the land; (b) will bind every owner of a portion of the either property to the extent that such portion is affected or bound by the covenants, conditions, or restrictions to be performed on the behalf of such portion; and (c) will inure to benefit of the parties and their respective successors and assigns.

5.2 Waivers.

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No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof A waiver by any of the parties hereto of any of the covenants, conditions, or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

5.3 Partial Invalidity.

If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.4 Notices.

All notices, waivers, statements, demands, approvals or other communications (all of the same being referred to herein as "Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided herein, and will be delivered in person, or by certified or registered mail, postage prepaid, or by any nationwide courier service, charges prepaid. The Notice shall be effective upon receipt.

The address of the parties to which such Notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice are as follows:

Purchaser: _____

_____

_____

I-65 Investment Properties: P.O. Box 430224
Birmingham, AL 35243

A party may change the notice address by written notice to the other party

5.5 Liability.

The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance to a third party, the Declarant or the Purchaser, as the case may be, shall be forever released of any of its obligations hereunder and such

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obligations of Declarant or the Purchaser, as the case maybe, shall be enforceable only against the I-65 Investment Property and the Purchaser's Property, as the case may be, and the party acquiring title thereto, its successor and assigns.

5.6 Term.

These covenants shall run with the land and each owner agrees and acknowledges that they have been furnished a copy of such restrictions and that they will abide by same. Likewise, the owner shall advise his or her assigns of such covenants and upon a sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he or she shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of a breach of these covenants. In such event, the owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

I-65 INVESTMENT PROPERTIES:

By its managing partner, James E. Roberts

PURCHASER:

Sun Coast Properties of Jacksonville d/b/a SPOJ, Inc., a Florida corporation
By: Salem F. Hassan
Its: President

STATE OF ~~ALABAMA~~ FLORIDA)
~~SHELBY~~ COUNTY DUVAL)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Salem F. Hassan whose name is signed to the foregoing covenants as President of SPOJ, Inc., Purchaser, and who is known to me, acknowledged before me, that, being informed of the contents of said covenants, he executed same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of July, 2005

Notary Public [SEAL]

My commission expires:

LAJUAN T. CRUMLEY
MY COMMISSION EXPIRES
November 18, 2006
#DD 165971
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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