

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

**DECLARATION OF  
RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** is made this 16th day of November, 2005, by Farris Management Co., Inc. (as Managing General Partner of Greenbriar, Ltd), Mary F. Roensch, Janet F. Standridge and Joanne F. Enck ("Covenantors").

**RECITALS**

WHEREAS, Covenantors are the owners of certain real property located in Shelby County, State of Alabama, more particularly described Property:

See Attachment "A" with Legal Description; and

WHEREAS, the said Property possesses significant ecological values of aesthetic and environmental benefit to the people of the State of Alabama and the United States; and

WHEREAS, in consideration of the issuance of Permit Number AL05-00296-G-AF ("Permit") by the U.S. Army Corps of Engineers, Mobile District ("Corps" or "Mobile District," to include any successor agency) pursuant to Section 404 of the Clean Water Act and /or Section 10 of the Rivers and Harbors Act authorizing certain activities in waters of the United States, and in recognition of the continuing benefit to the property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Covenantors have agreed to perform certain mitigation and to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever;

WHEREAS, the natural condition of the Property will be restored, enhanced and preserved pursuant to the Mitigation Plan ("Mitigation Plan") as referenced in the Permit; and the term "natural condition" shall mean the condition of the Property at the time of this grant and as restored, enhanced, and preserved pursuant to the Mitigation plan of the Permit;

NOW THEREFORE, Covenantors hereby declare that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Covenantors," below), lessees, or other occupiers and users.



1. **Prohibitions & Restrictions.**

- a. **General.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of the topography in any manner except as specifically provided for in the Mitigation Plan of the Permit
- b. **Waters and Wetlands.** There shall be no draining, dredging, damming, or impounding; no changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations except as specifically provided for in the Mitigation Plan of the Permit
- c. **Trees/Vegetation.** There shall be no clearing, burning, cutting or destroying of trees or vegetation, except as expressly authorized in the Reserved Rights; there shall be no planting or introduction of nonnative or exotic species of trees or vegetation except as specifically provided for in the Mitigation Plan of the Permit
- d. **Uses.** No agricultural, industrial, or commercial activity shall be undertaken or allowed.
- e. **Structures.** There shall be no construction, erection, or placement of buildings, billboards, or any other structures, nor any additions to existing structures.
- f. **New Roads.** There shall be no construction of new roads or trails without the prior written approval of the Mobile District Engineer, including the manner in which they are constructed.
- g. **Use of Off Road Vehicles.** There shall be no use of off road vehicles, 4 wheel drive vehicles, all terrain vehicles or similar vehicles except on existing roads and trails and except as necessary to manage the Property.
- h. **Utilities.** There shall be no construction or placement of utilities or related facilities without the prior approval of the Mobile District Engineer.
- i. **Pest Control.** There shall be no application of pesticides or biological controls, including for problem vegetation, without prior written approval from the Mobile District Engineer.
- j. **Other Prohibitions.** Any other use of, or activity on, the protected property which is or may become inconsistent with the purposes of this grant, the preservation of the protected property substantially in its natural condition, or the protection of its environmental systems, is prohibited.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and Covenantors. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required at the time of amendment. There shall be no obligation to allow an amendment.



3. **Notice to Government** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above. The Covenantors reserve the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, that is to preserve the protected property substantially in its natural condition, and to protect its environmental systems. Notwithstanding the foregoing Restrictions, Covenantors reserve for themselves, their heirs, successors, administrators, and assigns the following Reserved Rights, which may be exercised upon providing prior written notice to the Mobile District Engineer, except where expressly provided otherwise:

- a. **Landscape Management** Landscaping by the Covenantors to prevent severe erosion or damage to the protected property or portions thereof, or significant detriment to existing or permitted uses, is allowed, provided that such landscaping is generally consistent with preserving the natural condition of the protected property.
- b. **Wildlife and Forestry Management** The Covenantors will naturally manage these lands to preserve and improve the existing forest and wildlife resources. Timber harvesting and management by Covenantors is limited to the extent necessary to protect the natural environment in areas where the forests damaged by natural forces such as fire, flood, storm, insects or infectious organisms. Such timber harvest and/or management shall be carried out only after approval by the Mobile District Engineer.
- c. **Recreation** Covenantors reserve the right to engage in any outdoor, non-commercial recreational activities, including hunting (excluding planting or burning) and fishing, with cumulatively very small impacts, and which are consistent with the continuing natural condition of the protected property. No written notice required.
- d. **Mineral Interests** Covenantors specifically reserve a qualified mineral interest in subsurface oil, gas, or other minerals and the right to access such minerals. However, there shall be no extraction or removal of, or exploration for, minerals by any surface mining method, nor by any method which results in subsidence or which otherwise interferes with the continuing natural condition of the protected property.
- e. **Road Maintenance** Covenantors reserve the right to maintain existing roads or trails. Maintenance shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel, crushed) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and, maintenance or roadside ditches.



- f. **Other Reserved Rights.** Covenantors reserve the right to engage in all acts or uses not prohibited by the Restrictions and which are not inconsistent with the conservation purposes of this covenant, the preservation of the protected property substantially in its natural condition, and the protection of its environmental systems.
5. **Compliance Inspections.** The Corps, and its authorized agents shall have the right to enter and go upon the lands of Covenantors, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.
6. **Enforcement.** The Covenantors grant to the Corps and/or the U.S. Department of Justice, a discretionary right to enforce these restrictive covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. These enforcement rights are cumulative in addition to, and shall not limit enforcement rights available under other provisions of law or equity, or under any permit or certification.
7. **Property Transfers.** Covenantors shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):

NOTICE: This Property Subject to Declaration of Restrictive  
Covenants Recorded at

*[insert book and page references, county(ies), and date of recording].*

8. **Marking of Property.** The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.
9. **Recording of Plat.** A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat is recorded at:
- [include book and page references, county(ies), and date].*
10. **Separability Provision** Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Covenantors have duly executed this Declaration of Restrictive Covenants the date written above.

**Covenantors:**

Farris Management Co., Inc.  
As Managing General Partner of  
Greenbriar, Ltd.

By: Mary F. Roensch  
Mary Roensch, President  
Individual Owner

By: Janet F. Standridge  
Janet F. Standridge  
Individual Owner

By: Joanne F. Enck  
Joanne F. Enck  
Individual Owner

**STATE OF ALABAMA )**

**SHELBY COUNTY )**

I, DeAnn Taylor, a Notary Public in and for said County, in said State, hereby certify that Mary F. Roensch, whose name as President of Farris Management Co. Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that being informed of the contents of such covenant, she, as an individual, and as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of Nov, 2005.

DeAnn Taylor  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES  
EX-000-TERR NOTARY PUBLIC



STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JANET F. STANDRIDGE, whose name is signed to the foregoing covenant and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she, as an individual, executed the same voluntarily.

Given under my hand and official seal this 9 day of NOV, 2005

Blaise Gayle Doucet  
Notary Public

My Commission Expires 5-7-06

ALABAMA  
STATE OF ~~GEORGIA~~ )  
shelby  
~~FULTON~~ COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOANNE F. ENCK, whose name is signed to the foregoing covenant and who is known to me, acknowledged before me on this date that, being informed of the contents thereof, she, as an individual, executed the same voluntarily.

Given under my hand and official seal this 16<sup>th</sup> day of November, 2005

Nancy Burns  
Notary Public

My Commission Expires MY COMMISSION EXPIRES OCT. 12, 2006

# EXHIBIT A



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Shelby Cnty Judge of Probate, AL  
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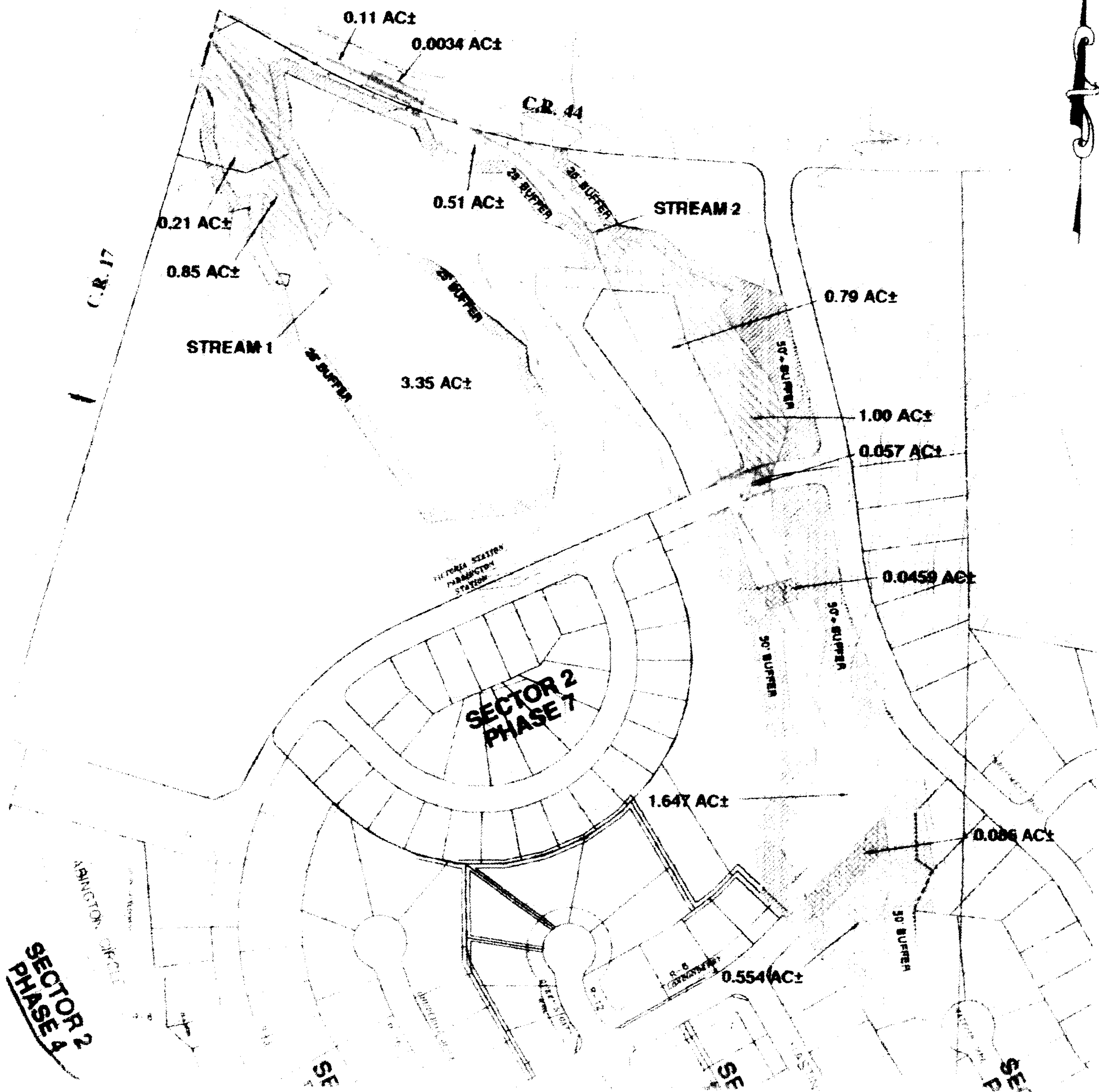


Figure 1614001-3  
Areas of Impact and Mitigation



Three parcels of land situated in Section 33, Township 20 South, Range 3 West, and Section 4, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

#### WETLANDS DESCRIPTION A

Commence at the SE corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N51°24'26"W, a distance of 1,439.06' to the POINT OF BEGINNING; thence N67°28'03"W, a distance of 112.72'; thence N64°53'47"W, a distance of 57.35'; thence S29°57'57"W, a distance of 4.85'; thence S13°17'40"E, a distance of 68.63'; thence S01°24'05"E, a distance of 44.08'; thence S31°40'26"E, a distance of 109.79'; thence S33°29'35"E, a distance of 65.14'; thence S50°39'55"E, a distance of 97.44'; thence S77°24'57"E, a distance of 31.17'; thence S73°07'52"E, a distance of 75.76'; thence S53°30'08"E, a distance of 50.28'; thence S37°27'58"E, a distance of 55.31'; thence S47°20'53"E, a distance of 27.13'; thence S54°50'21"E, a distance of 33.03'; thence S50°25'43"E, a distance of 73.79'; thence S07°38'27"E, a distance of 45.56'; thence S34°09'14"E, a distance of 45.21'; thence S16°35'18"E, a distance of 126.90'; thence S09°01'37"W, a distance of 85.52'; thence S70°06'45"W, a distance of 80.77'; thence S84°20'45"W, a distance of 163.52'; thence N35°33'15"W, a distance of 364.46'; thence N67°30'57"W, a distance of 55.95'; thence N16°04'11"W, a distance of 120.80'; thence N28°42'44"W, a distance of 75.74'; thence N84°02'02"W, a distance of 9.52'; thence N00°14'47"E, a distance of 16.17'; thence N28°42'44"W, a distance of 41.24'; thence S84°02'02"E, a distance of 20.07'; thence N00°14'47"E, a distance of 37.18'; thence S77°30'11"W, a distance of 37.75'; thence N31°31'44"W, a distance of 62.40'; thence N16°22'45"W, a distance of 82.83'; thence N01°30'12"E, a distance of 49.72'; thence N21°28'53"W, a distance of 34.51' to the easterly right-of-way of Shelby County Hwy 17; thence N14°34'05"E along said right-of-way, a distance of 168.19' to the intersection of said right-of-way and the southerly right-of-way of Shelby County Hwy 44; thence S61°23'31"E and leaving said hwy 17 and along said hwy 44 right-of-way, a distance of 190.35' to a point of curve to the left having a radius of 1,472.47' and a central angle of 05°28'17", said curve subtended by a chord bearing S64°07'40"E and a chord distance of 140.56'; thence southeasterly along the arc of said curve and along said right-of-way a distance of 140.61'; thence S23°53'32"W, a distance of 31.90' to the POINT OF BEGINNING.

Containing 6.00 acres, more or less.

#### WETLANDS DESCRIPTION B

Commence at the SE corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N55°14'23"W, a distance of 422.95' to the POINT OF BEGINNING; said point also being the beginning of a curve to the right, having a radius of 225.00' and a central angle of 02°17'36", said curve subtended by a chord bearing N80°55'09"E and a chord distance of 9.01'; thence easterly along the arc of said curve, a distance of 9.01'; thence N82°03'56"E, a distance of 52.02' to a point of curve to the left having a radius of 25.00' and a central angle of 96°22'46", said curve subtended by a



chord bearing N33°52'33"E and a chord distance of 37.27'; thence northeasterly along the arc of said curve a distance of 42.05' to a point of compound curve having a radius of 475.00' and a central angle of 01°00'33", said curve subtended by a chord bearing N14°49'06"W and a chord distance of 8.37'; thence northerly along the arc of said curve, a distance of 8.37'; thence N15°19'22"W, a distance of 274.04'; thence N68°45'15"W, a distance of 192.73'; thence N47°21'50"W, a distance of 68.37'; thence N81°27'49"W, a distance of 75.21'; thence N33°53'26"W, a distance of 73.92'; thence N55°15'29"W, a distance of 33.31'; thence N06°38'38"E, a distance of 21.29'; thence N55°23'29"W, a distance of 42.35'; thence N007°16'29"W, a distance of 17.94' to the southerly right-of-way of Shelby County Hwy 44 to the point of curve of a non tangent curve to the right, having a central angle of 12°52'29" of and a radius of 1,472.47', said curve subtended by a chord bearing N75°14'51"W and a chord distance of 330.18'; thence westerly along the arc of said curve and along said right-of-way a distance of 330.87'; thence S23°53'32"W and leaving said right-of-way, a distance of 32.22'; thence S67°28'03"E, a distance of 48.66'; thence S25°13'26"E, a distance of 51.12'; thence S65°53'19"E, a distance of 53.01'; thence S53°16'29"E, a distance of 22.69'; thence S89°15'16"E, a distance of 82.34'; thence S42°23'25"E, a distance of 70.63'; thence S30°46'49"E, a distance of 45.15'; thence S76°17'47"E, a distance of 34.31'; thence S57°19'17"E, a distance of 40.48'; thence S14°43'58"E, a distance of 57.88'; thence S85°56'39"E, a distance of 14.50'; thence S85°47'13"E, a distance of 31.39'; thence S84°38'24"E, a distance of 24.43'; thence S87°15'41"E, a distance of 14.25'; thence N88°33'11"E, a distance of 12.68'; thence S89°34'55"E, a distance of 45.29'; thence S85°44'52"E, a distance of 8.78'; thence S65°38'20"E, a distance of 7.87'; thence S23°47'49"E, a distance of 4.77'; thence S08°37'12"E, a distance of 11.03'; thence S11°09'58"E, a distance of 18.07'; thence S20°29'27"E, a distance of 6.73'; thence S17°54'53"E, a distance of 33.62'; thence S16°57'25"E, a distance of 42.71'; thence S20°24'53"E, a distance of 22.15'; thence S26°50'33"E, a distance of 48.76'; thence S27°04'47"E, a distance of 44.06'; thence S26°31'55"E, a distance of 32.32'; thence S24°38'20"E, a distance of 56.67'; thence S24°36'32"E, a distance of 29.10'; thence S24°04'10"E, a distance of 36.13'; thence S26°30'40"E, a distance of 10.99' to the point of curve of a non tangent curve to the right, having a central angle of 14°02'32" of and a radius of 225.00', said curve subtended by a chord bearing N72°45'04"E and a chord distance of 55.01'; thence easterly along the arc of said curve a distance of 55.14' to the POINT OF BEGINNING.  
Containing 2.62 acres, more or less.

#### WETLANDS DESCRIPTION C

Commence at the NE corner of Section 4, Township 21 South, Range 3 West, Shelby County, Alabama; thence S00°12'09"W, a distance of 784.48'; thence N89°47'51"W, a distance of 70.59' to the POINT OF BEGINNING; thence N04°19'10"E, a distance of 78.33'; thence N06°37'25"W, a distance of 103.90'; thence N24°25'10"E, a distance of 82.65'; thence N54°29'06"W, a distance of 35.77'; thence N03°36'12"W, a distance of 89.64'; thence N13°10'03"W, a distance of 99.40'; thence N18°45'51"W, a distance of 75.18'; thence N20°43'30"W, a distance of 59.94'; thence N22°02'20"W, a distance of 134.91' to a point of curve to the right having a radius of 525.00' and a central angle of





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14°06'16", said curve subtended by a chord bearing N14°59'12"W and a chord distance of 128.91'; thence northerly along the arc of said curve a distance of 129.24'; thence N07°56'04"W, a distance of 124.30' to a point of curve to the left having a radius of 25.00' and a central angle of 90°00'00", said curve subtended by a chord bearing N52°56'04"W and a chord distance of 35.36'; thence northwesterly along the arc of said curve a distance of 39.27'; thence S82°03'56"W, a distance of 54.81' to a point of curve to the left having a radius of 175.00' and a central angle of 16°20'07", said curve subtended by a chord bearing S73°53'53"W and a chord distance of 49.72'; thence westerly along the arc of said curve a distance of 49.89'; thence S65°43'49"W, a distance of 108.36'; thence S17°09'57"E, a distance of 63.55'; thence S17°34'59"E, a distance of 81.47'; thence S33°55'05"E, a distance of 96.17'; thence S04°28'30"E, a distance of 43.34'; thence S07°38'54"E, a distance of 164.18'; thence S50°54'18"E, a distance of 52.66'; thence S01°24'12"W, a distance of 16.70'; thence S25°50'12"W, a distance of 164.32'; thence S29°08'04"E, a distance of 169.64'; thence S35°47'00"E, a distance of 23.70'; thence S46°42'29"E, a distance of 130.96'; thence S30°15'54"E, a distance of 99.22'; thence N57°29'24"E, a distance of 85.36' to the POINT OF BEGINNING.

Containing 5.06 acres, more or less.