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Shelby Cnty Judge of Probate, AL
04/10/2007 01:00:16PM FILED/CERT

STATE OF Alabama
COUNTY OF Shelby

DECLARATION OF
RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 9 day of April, 2007, by TP Development Company, LLC. ("Covenantor").

RECITALS

WHEREAS, Covenantor is the owner of certain real property located in Shelby County, State of Alabama, more particularly described Property:
See Attachment A

; 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 2006-1726-HWL ("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, Covenantor has 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, Covenantor hereby declares 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, "Covenantor," 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 non-native 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 Covenantor. 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 Covenantor reserves 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, Covenantor reserves for itself, its 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 Covenantor 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 Covenantor will naturally manage these lands to preserve and improve the existing forest and wildlife resources. Timber harvesting and management by Covenantor is limited to the extent necessary to protect the natural environment in areas where the forest is 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.** Covenantor reserves 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.** Covenantor specifically reserves 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.** Covenantor reserves 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.** Covenantor reserves 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 Covenantor, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Covenantor grants 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.** Covenantor 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 Covenantor has duly executed this Declaration of Restrictive Covenants the date written above.

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IN THE PRESENCE OF:

John Goldasich
[type name of witness under signature line]

Covenantor

By: Rhett Bennett
/ts: Member

STATE OF Alabama

COUNTY OF Shelby

PERSONALLY appeared before me Rhett C Bennett, the undersigned witness, and made oath that he/she saw the within named TP Development Company, LLC [, by Rhett Bennett, its Member,] sign, seal and as his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

Jessica L Hill
[type name of witness under signature line]

SWORN to and subscribed before me
this 9 day of April, 2007.

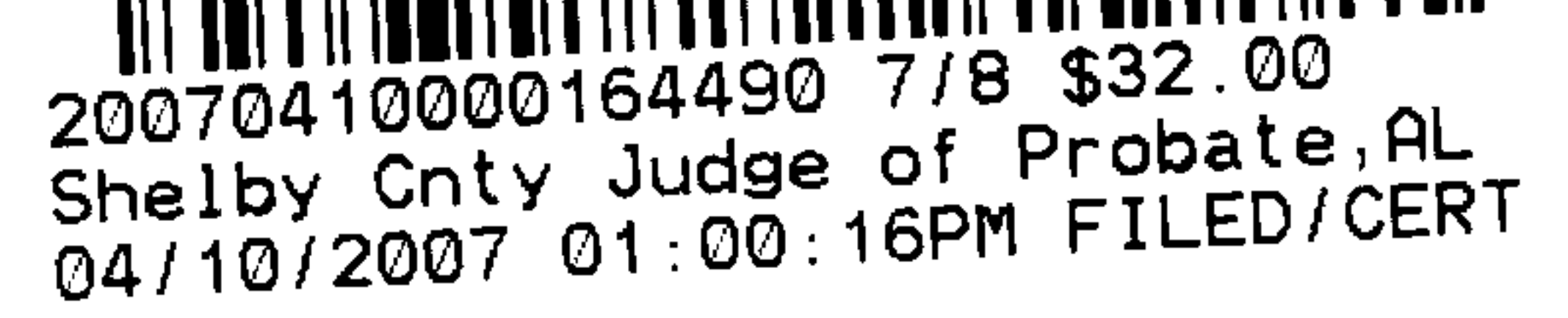
NOTARY PUBLIC Jessica L Hill

My Commission Expires: August 15, 2010



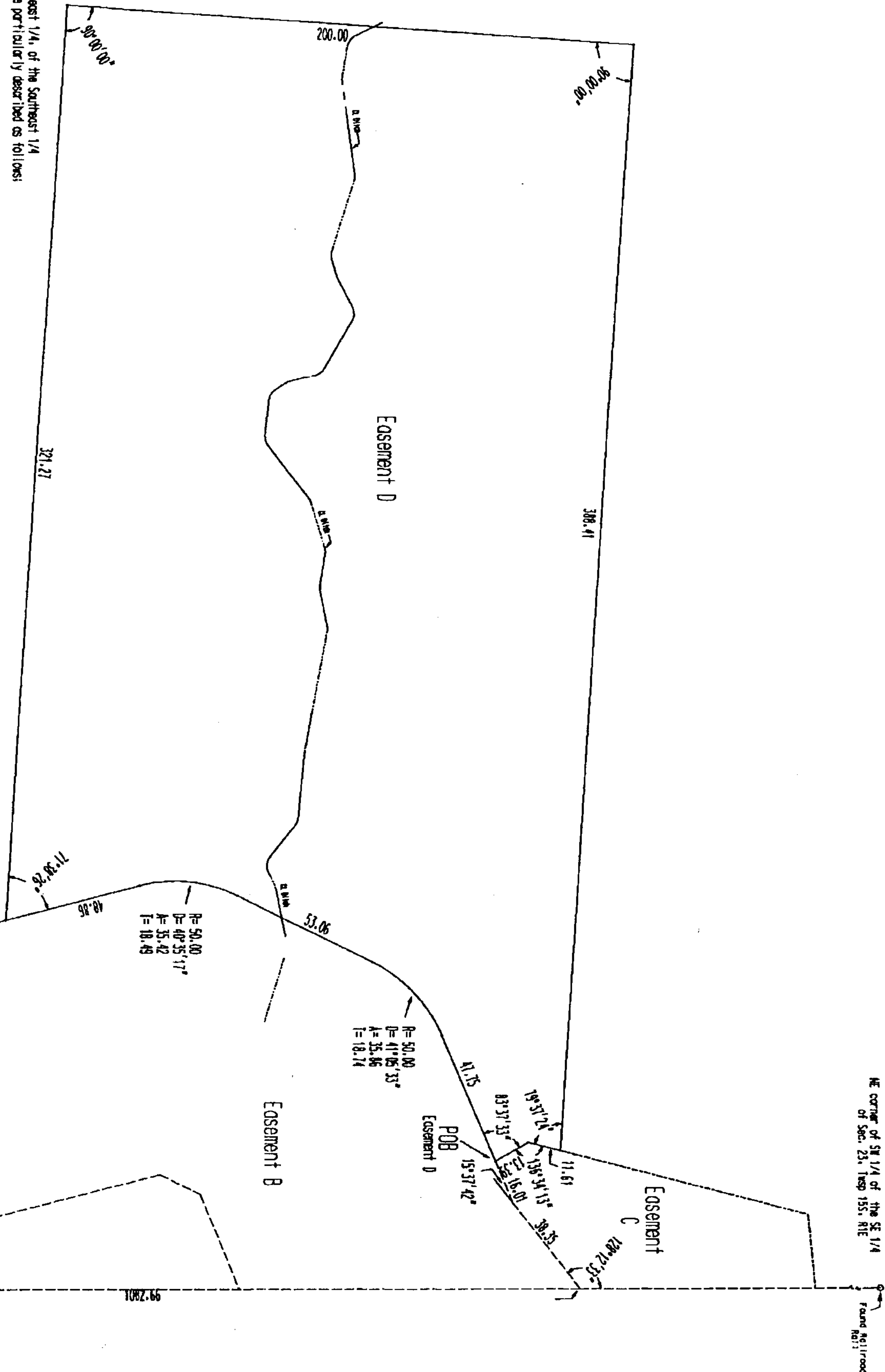
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ATTACMENT A
LEGAL DESCRIPTION



A Buffer Easement for an unnamed stream situated in the Southeast 1/4, of the Southeast 1/4 of Section 23, Township 15 South, Range 1 East and being more particularly described as follows:

Connects of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 15 South, Range 1 East and run in a Northerly direction along the East line of said 1/4-1/4 Section a distance of 1062.66 feet to a point; thence deflected 128°12'33" left and continue in a Southeasterly direction a distance of 38.35 feet to a point; thence deflected 15°31'42" right and continue in a Southeasterly direction a distance of 16.01 feet to the Point of Beginning for the herein described Easement. Thence deflected 9°00'00" and run on the same Southeasterly course a distance of 47.15 feet to a point of curvature for a curve to the left, 90°00'00" to tangent; having a central angle of 41°05'33" and a radius of 50.00 feet; thence run along the arc of said curve in a westerly to Southeasterly direction a distance of 33.86 feet to a point of 90°00'00" to tangency to said curve; thence run in a Southeasterly direction 53.06 feet to a point of curvature for a curve to the left, 90°00'00" to tangent; having a central angle of 60°35'11" and a radius of 50.00 feet; thence run along the arc of said curve in a Southeasterly to Southeasterly direction a distance of 33.42 feet to a point of 90°00'00" tangency to said curve; thence run in a Southeasterly direction a distance of 46.86 feet to a point; thence turn on an interior angle of 71°31'26" and run to the right in a Southeasterly direction a distance of 32.21 to a point; thence turn on an interior angle of 30°00'00" and run to the right in a Northeasterly direction a distance of 200.00 feet to a point; thence turn on an interior angle of 90°00'00" and run to the right in a Southeasterly direction a distance of 388.41 feet to a point; thence turn on an interior angle of 75°37'24" and run to the right in a Southeasterly direction 11.61 feet to a point; thence turn on an interior angle of 23°25'41" and run to the left in a Southeasterly direction a distance of 14.33 feet to the Point of Beginning.



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THAT ALL PARTS OF THIS
SWEET AND DRIVING, HAVE BEEN COMPLETED IN
ACCORDANCE WITH THE CURRENT REQUIREMENTS OF
THE STANDARDS OF PRACTICE FOR SWEETENING
IN THE STATE OF ALABAMA.



William T. Hardy 4-6-2007
WILLIAM T. HARDY, JR. REG. NO. 24654

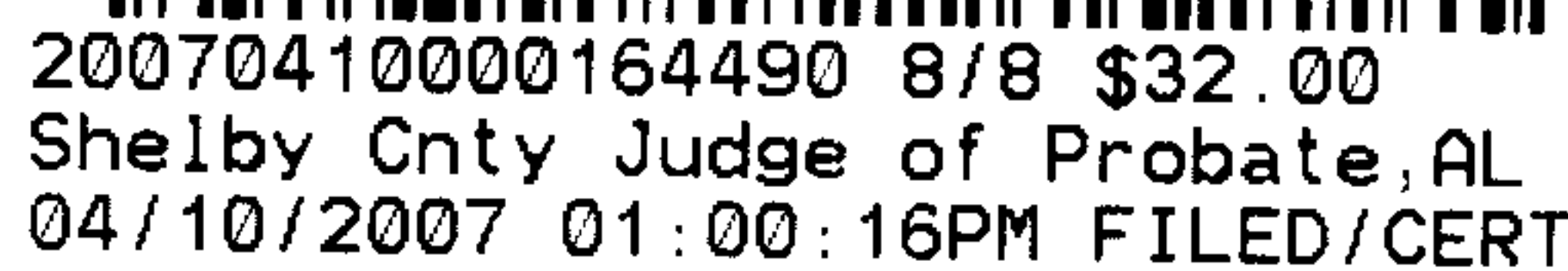
4-6-2007
AL. REG. NO. 24654

Notes:

1. Field Survey Completed 3/27/2007
2. Boundary information provided by client.
3. Center line of stream linear footage is 347.0 +/- feet.

SE corner of SW 1/4 of the SE 1/4
of Sec. 23, Twp 15S, R1E

FOR REVIEW AND COMMENT						Issue Date:		By:	FOR APPROVAL		Issue Date:		By:	FOR BID ONLY		Issue Date:		By:	RELEASED FOR CONSTRUCTION		Issue Date:		By:	AS-BUILT		Issue Date:		By:																																					
PROJECT NO.: 08-03-010		SHEET NO.: 1 OF 1		DATE: 4/14/2007		SCALE: 1" = 20'		DRAWN BY: [blank]		CHECKED BY: [blank]		<div style="text-align: center;">  <h1 style="margin: 0;">P A R A G O N</h1> <h2 style="margin: 0;">ENGINEERING, INC.</h2> <p style="margin: 0;">SUITE 175 2320 HIGHLAND AVENUE SOUTH BIRMINGHAM, ALABAMA 35205 (205) 939-1119</p> </div> <div style="float: right; text-align: center;">  </div>														<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				REVISIONS			NO	DATE	DESCRIPTION																														
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Stream Buffer Easement Survey for Arlington Partners, LLC. at Saunders Bridge Development Situated in the SW 1/4 of SE 1/4 of SEC. 23, Twp. 15S, R1E, in Shelby County, Alabama																																																																	



Legal Description
for Easements along Yellow Branch

[illegible]

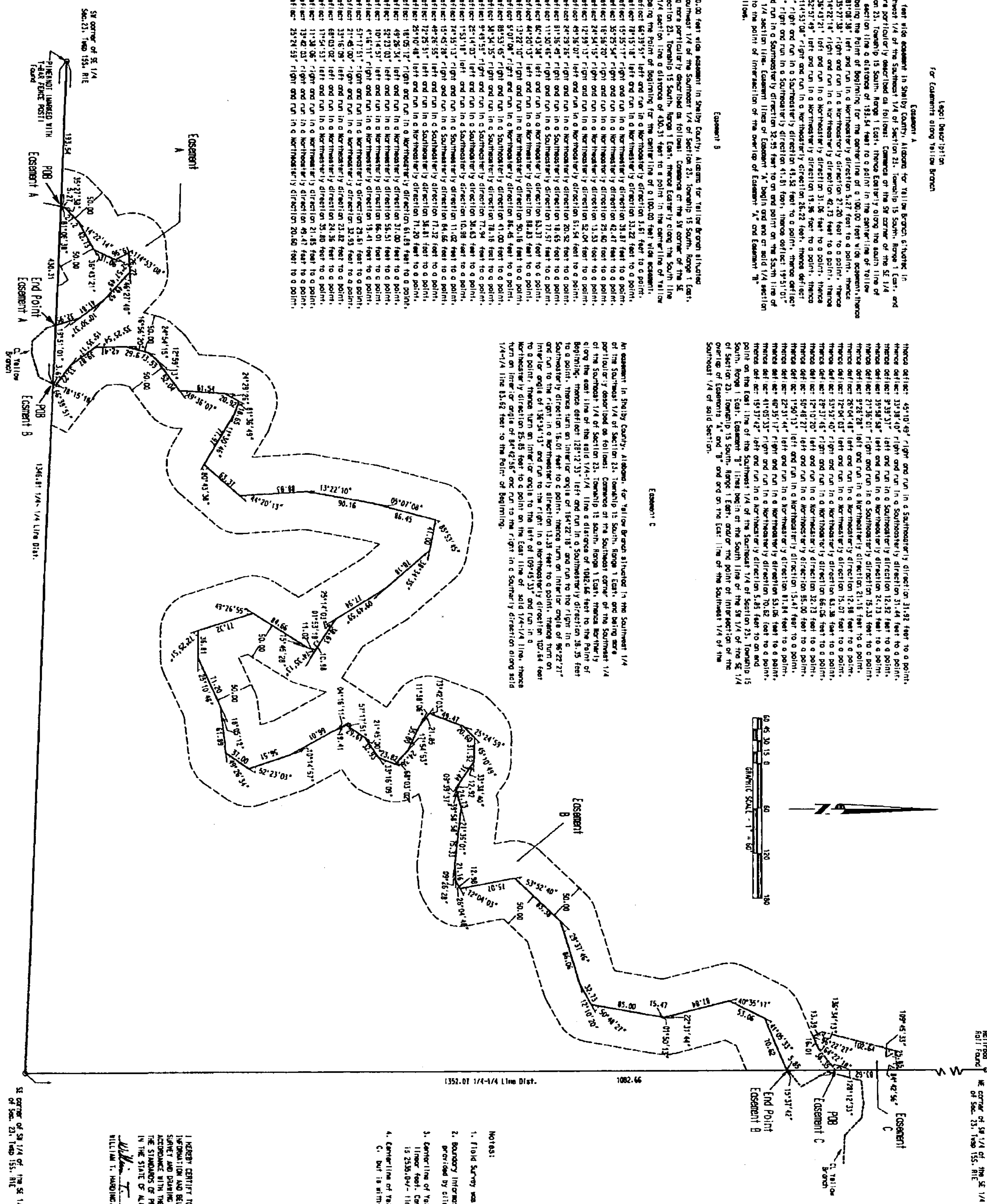
Exposition :

[illegible]

Thence def: 45.10 to 46.1 right and run in a southeasterly direction 31.92 feet to a point
 Thence def: 33.38 to 47.1 left and run in a southeasterly direction 31.44 feet to a point
 Thence def: 37.53 to 47.1 left and run in a southeasterly direction 12.95 feet to a point
 Thence def: 35.58 to 48.1 left and run in a northeasterly direction 25.13 feet to a point
 Thence def: 31.25 to 48.1 left and run in a northeasterly direction 31.15 feet to a point
 Thence def: 31.25 to 48.1 left and run in a northeasterly direction 31.15 feet to a point
 Thence def: 25.04 to 48.1 left and run in a northeasterly direction 12.86 feet to a point
 Thence def: 12.94 to 48.1 left and run in a northeasterly direction 15.07 feet to a point
 Thence def: 35.52 to 48.1 right and run in a northeasterly direction 63.38 feet to a point
 Thence def: 35.52 to 48.1 right and run in a northeasterly direction 66.05 feet to a point
 Thence def: 29.21 to 48.1 left and run in a northeasterly direction 32.73 feet to a point
 Thence def: 29.21 to 48.1 left and run in a northeasterly direction 35.50 feet to a point
 Thence def: 30.46 to 48.1 left and run in a northeasterly direction 35.50 feet to a point
 Thence def: 32.51 to 48.1 left and run in a northeasterly direction 31.84 feet to a point
 Thence def: 46.35 to 48.1 right and run in a northeasterly direction 53.05 feet to a point
 Thence def: 41.05 to 33.1 right and run in a northeasterly direction 70.82 feet to a point
 Thence def: 46.13 to 47.1 left and run in a northeasterly direction 5.35 feet to an end
 point on the East line of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township
 South, Range 12 East, beginning at the South line of the SW 1/4 of the SE
 1/4 of Section 23, Township 13 South, Range 12 East, at the point of intersection of the
 Southwest 1/4 of said Section.

E os outros?

An assessment of the County's Aikidoen (or "Yellow Dragon" Shrine) in the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 15 South, Range 1 East, and being one of 160 acres described on section 23, Township 15 South, Range 1 East, and being one of the Southwest 1/4 of Section 23, Township 15 South, Range 1 East, thence bearing along the east line of the said 161-1/4 1/4 (left) and a distance of 106.65 feet to the Point of Beginning, thence defined by 126.32 1/2 feet and run in a Southeasterly direction 35.35 feet to a point, thence turn an interior angle of 164-22-18 left and run to the right of the said Southeasterly direction 15.01 feet to a point, thence turn an interior angle of 96-29-27 and run to the right in a northeasterly direction 13.35 feet to a point, thence turn an interior angle of 136-34 1/2 and run to the right in a northeasterly direction 102.64 feet to a point, thence turn an interior angle to the left of 109-45 1/2 and run in a northeasterly direction 15.65 feet to a point on the East line of the said 161-1/4 1/4 line, thence run an interior angle of 84-42-35 and run to the right in a southerly direction along said line to an interior angle of 84-42-35 and run to the right in a southerly direction along said line to a point, thence run to the right in a southerly direction along said line to a point of Beginning.



1. Flood Survey was completed on March 20, 2007.
2. Boundary information contained on this drawing was provided by client.
3. Centerline of Yellow Branch in Eastman A is 234.04'-11" from West Centerline of Yellow Branch in Eastman B is 235.04'-11" from 1980.
4. Centerline of Yellow Branch does not enter into Eastman A. But is within 50' of property line.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THAT ALL PARTS OF THIS
SWEAT AND SHEDDING HAVE BEEN COMPLETED IN
ACCORDANCE WITH THE CURRENT REQUIREMENTS OF
THE STANDARDS OF PRACTICE FOR SWEETENING
IN THE STATE OF ALABAMA.

William T. Hoof 4-6-2007
WILLIAM T. HOOFING. AL. RES. NO. 21664

[illegible]