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Shelby Cnty Judge of Probate, AL
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STATE OF Alabama

DECLARATION OF
RESTRICTIVE COVENANTS

COUNTY OF Shelby

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 26th day of February, 2007, by Highland Lakes Development, Ltd. ("Covenantor").

RECITALS

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

See Attachments

; 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 SAM-2004-3333-MNS ("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 of 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 of 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.

IN THE PRESENCE OF:

[Signature]
[type name of witness under signature line]
Courtney Shear
[type name of witness under signature line]

Covenantor
By: [Signature]
Doug Eddleman
Its: PRESIDENT

STATE OF Alabama

COUNTY OF

PERSONALLY appeared before me Donna D. Scelsi, the undersigned witness, and made oath that he/she saw the within named Highland Lakes Development, Ltd. [, by Doug Eddleman, its PRESIDENT,] 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.

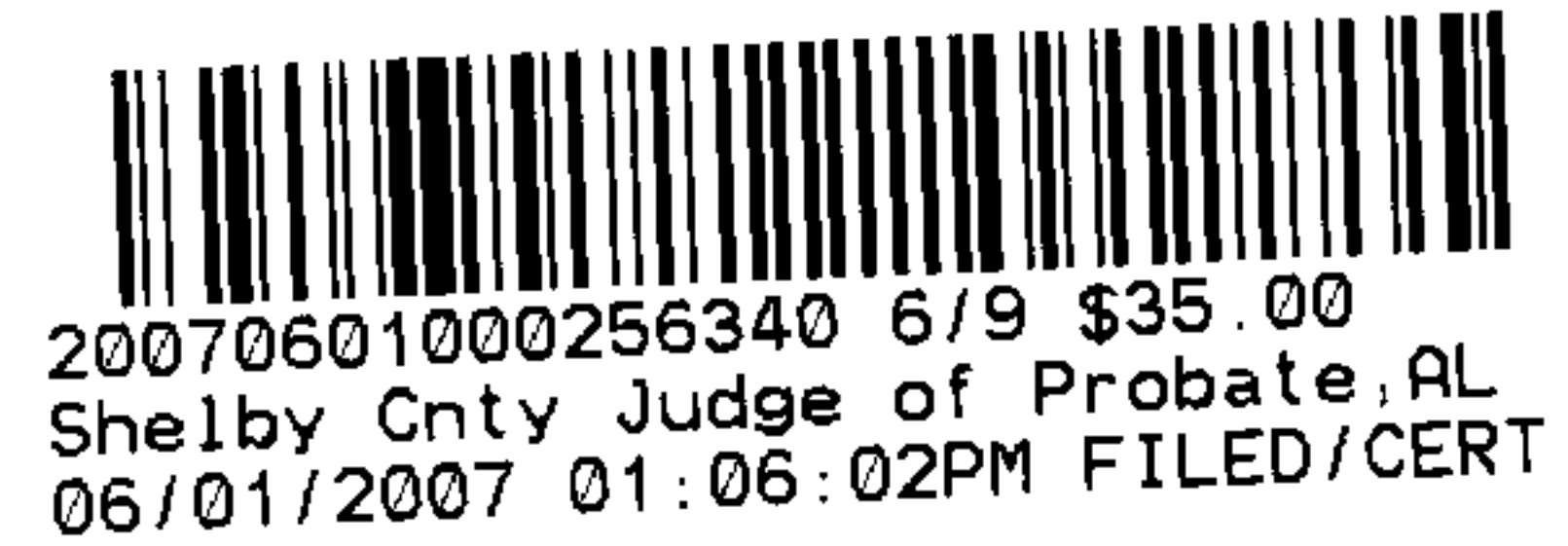
[Signature]
[type name of witness under signature line]

SWORN to and subscribed before me
this 20th day of February 2007

NOTARY PUBLIC FOR

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 2, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Description of Highland Lakes Stream Easement #1

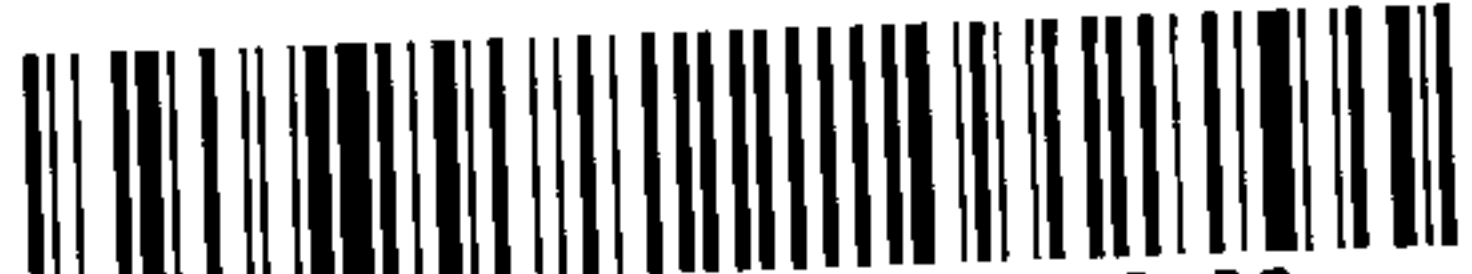
COMMENCE at the Northwest Corner of Section 10, Township 19 South, Range 1 West, Shelby County, Alabama; thence N89°30'55"E along the North Line Of Said Section 458.72 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 216.63 feet; thence S.43°23'38"W., a distance of 148.81 feet; thence S.30°24'20"W., a distance of 141.47 feet; thence S.62°46'50"W., a distance of 63.59 feet; thence N.80°48'50"W., a distance of 94.28 feet; thence S.59°01'20"W., a distance of 54.13 feet; thence S.04°33'44"W., a distance of 76.08 feet; thence S.61°51'13"W., a distance of 95.46 feet; thence S.36°15'33"W., a distance of 48.04 feet; thence S.18°52'15"W., a distance of 167.27 feet; thence S.00°39'55"W., a distance of 119.59 feet; thence S.31°07'22"E., a distance of 128.67 feet; thence S.03°13'49"E., a distance of 138.49 feet; thence S.30°43'34"W., a distance of 133.06 feet; thence S.71°19'45"W., a distance of 197.87 feet; thence S.33°21'26"W., a distance of 93.53 feet; thence S.63°02'37"W., a distance of 222.64 feet; thence S.84°56'03"W., a distance of 60.30 feet; thence N.51°30'57"W., a distance of 97.11 feet; thence S.31°49'43"W., a distance of 154.25 feet; thence N.83°53'21"W., a distance of 131.74 feet; thence S.38°33'57"W., a distance of 45.53 feet to a point on the North right of way of Highland Lakes Drive as recorded in Map Book 34 Page 31, in the Probate Office of Shelby County Alabama, and the point of a non tangent curve to the left, said curve having a radius of 463.44 feet , a central angle of 19°32'27" and a chord bearing of N. 46°36'53"W; thence northwesterly along the arc of said curve, and said road right of way, a distance of 158.06 feet; thence N.37°51'44"E., a distance of 37.70 feet; thence N.78°53'29"E., a distance of 198.93 feet; thence N.49°22'15"E., a distance of 223.88 feet; thence S.37°32'41"E., a distance of 129.06 feet; thence N.68°36'40"E., a distance of 73.96 feet; thence N.17°15'40"W., a distance of 76.73 feet; thence N.43°20'58"E., a distance of 123.89 feet; thence N.82°10'34"E., a distance of 263.04 feet; thence N.31°55'41"W., a distance of 171.36 feet; thence N.04°00'09"W., a distance of 132.37 feet; thence N.17°39'59"E., a distance of 189.91 feet; thence N.27°35'54"E., a distance of 266.79 feet; thence N.46°48'02"E., a distance of 192.12 feet; thence N.86°08'27"E., a distance of 106.69 feet; thence N.25°39'53"E., a distance of 145.43 feet to the POINT OF BEGINNING.

Said Parcel containing 324,139 square feet or 7.44 acres

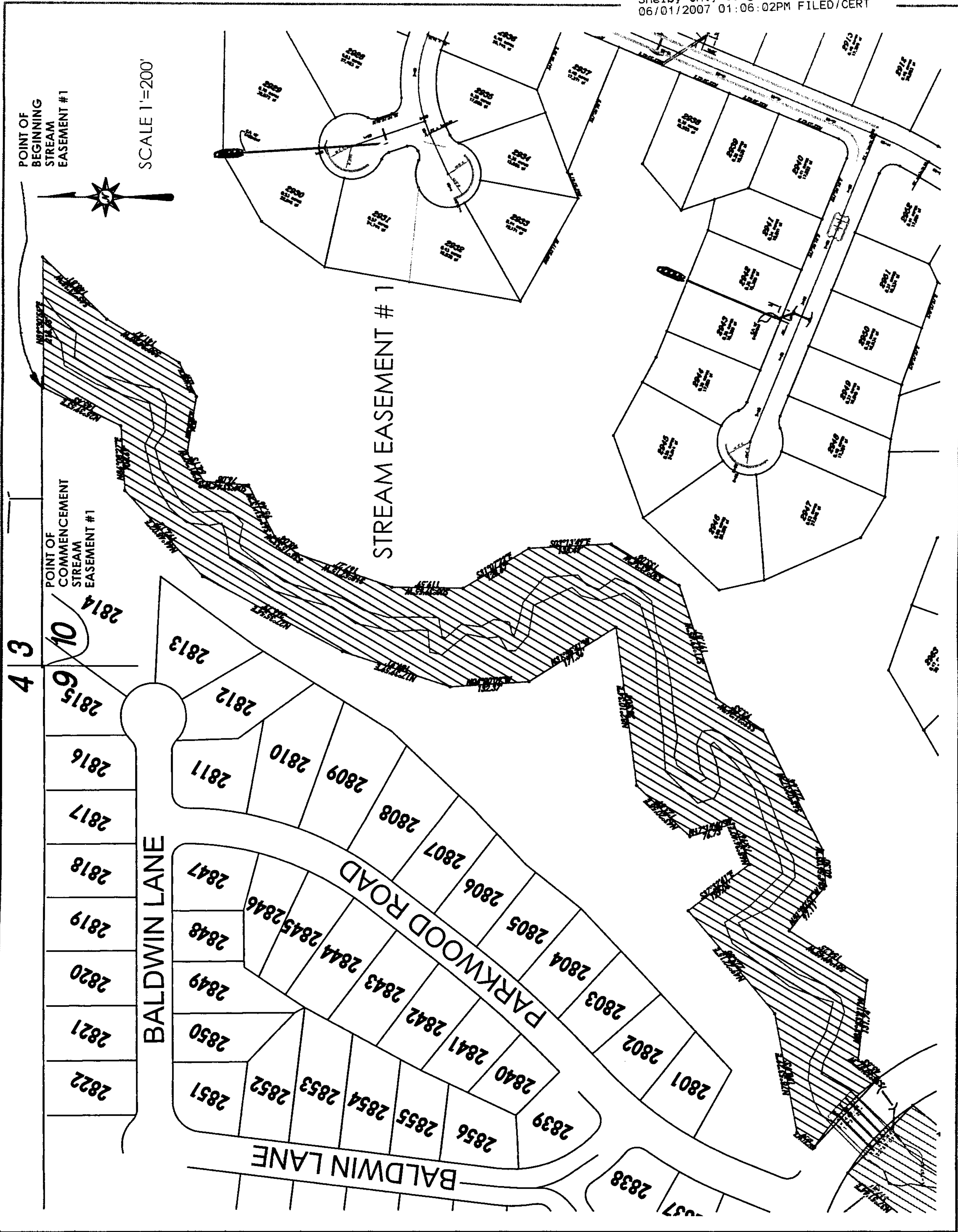
Description of Highland Lakes Stream Easement # 2

COMMENCE at the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 9. Township 19, South, Range 1 West thence S. $89^{\circ}15'31''$ W along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1287.96 feet to the Northwest corner of the Howard K. and Naomi S. Mitchell property and the point of Beginning of the parcel herein described; thence S. $01^{\circ}49'31''$ W., and along the west property line of said Mitchell property, a distance of 1,093.73 feet; thence S. $30^{\circ}17'21''$ W., a distance of 219.78 feet; thence S. $47^{\circ}55'23''$ W., a distance of 158.04 feet; thence S. $52^{\circ}17'51''$ W., a distance of 224.93 feet; thence N. $88^{\circ}20'28''$ W., a distance of 78.27 feet; thence S. $42^{\circ}42'57''$ W., a distance of 175.68 feet; thence S. $16^{\circ}55'11''$ E., a distance of 81.57 feet; thence S. $11^{\circ}43'08''$ W., a distance of 90.94 feet; thence S. $06^{\circ}07'52''$ E., a distance of 126.34 feet; thence S. $71^{\circ}56'46''$ W., a distance of 176.66 feet; thence S. $09^{\circ}21'17''$ W., a distance of 184.40 feet; thence S. $18^{\circ}39'36''$ E., a distance of 156.30 feet; thence S. $10^{\circ}46'10''$ W., a distance of 115.56 feet to the southwest corner of lot 2529 of Highland Lakes 25th Sector Phase II as recorded in Map Book 36 page 41 in the Probate Office of Shelby County Alabama; thence S. $20^{\circ}46'02''$ W. and along the Westerly boundary of said recorded subdivision, a distance of 278.21 feet to a point on the North boundary line of Birch Creek Subdivision as recorded in Map Book 27 Page 143 in the Probate Office of Shelby County, Alabama; thence S. $88^{\circ}55'29''$ W. and along said subdivision boundary, a distance of 130.04 feet; thence N. $21^{\circ}36'57''$ E., a distance of 332.42 feet; thence N. $13^{\circ}56'45''$ W., a distance of 194.44 feet; thence N. $02^{\circ}12'06''$ W., a distance of 190.72 feet; thence N. $42^{\circ}34'01''$ E., a distance of 225.43 feet; thence N. $10^{\circ}19'24''$ W., a distance of 107.82 feet; thence N. $20^{\circ}13'09''$ W., a distance of 56.75 feet; thence N. $18^{\circ}30'32''$ E., a distance of 79.45 feet; thence N. $55^{\circ}46'48''$ E., a distance of 138.50 feet; thence N. $27^{\circ}56'59''$ E., a distance of 83.27 feet to the southwest corner of lot 2408 of Highland Lakes 24th Sector as recorded in Map Book 33 page 34, in the Probate Office of Shelby County Alabama; thence run along the easterly boundary of said recorded subdivision N. $49^{\circ}00'35''$ E., a distance of 112.18 feet; thence N. $69^{\circ}39'51''$ E. and along said subdivision boundary, a distance of 176.03 feet; thence N. $60^{\circ}08'10''$ E. and along said subdivision boundary, a distance of 84.95 feet; thence N. $43^{\circ}12'25''$ E. and along said subdivision boundary, a distance of 102.98 feet; thence N. $35^{\circ}05'22''$ E. and along said subdivision boundary, a distance of 65.00 feet; thence N. $13^{\circ}56'34''$ W. and along said subdivision boundary, a distance of 266.63 feet; thence N. $45^{\circ}18'28''$ W. and along said subdivision boundary, a distance of 40.94 feet to the Southerly most corner of lot 2301 of Highland Lakes 23rd Sector as recorded in Map Book 32 page 19 in the Probate Office of Shelby County Alabama; thence N. $30^{\circ}05'57''$ E. and along said subdivision boundary, a distance of 248.57 feet; thence N. $03^{\circ}18'56''$ E. and along said subdivision boundary, a distance of 91.28 feet; thence N. $04^{\circ}26'44''$ W. and along said subdivision boundary, a distance of 495.39 feet; thence N. $42^{\circ}55'04''$ E., a distance of 255.70 feet; thence N. $53^{\circ}32'42''$ W., a distance of 142.42 feet; thence N. $17^{\circ}27'02''$ E., a distance of 182.93 feet; thence N. $15^{\circ}01'15''$ W., a distance of 82.77 feet; thence N. $27^{\circ}51'30''$ E., a distance of 131.35 feet; thence N. $17^{\circ}06'05''$ W., a distance of 257.82 feet; thence N. $34^{\circ}13'14''$ E., a distance of 158.21 feet; thence N. $41^{\circ}04'32''$ E., a distance of 132.40 feet; thence N. $10^{\circ}39'40''$ E., a distance of 71.71 feet; thence N. $45^{\circ}12'59''$ E., a distance of 149.99 feet; thence N. $79^{\circ}09'57''$ E., a distance of 146.02 feet; thence N. $83^{\circ}56'34''$ E., a distance of 68.88 feet; thence N. $37^{\circ}51'44''$ E., a distance of 117.51 to a point on the Southerly Right of Way Line of Highland Lakes Road as recorded in Map Book 34 Page 31 in the Probate Office of Shelby County, Alabama, and the point of a non tangent curve to the right, said curve having a radius of 393.44 feet, a central angle of $22^{\circ}58'09''$, and a chord bearing of S $45^{\circ}39'18''$ E, thence southeasterly along the arc of said curve, and said road Right of Way a distance of 157.72 feet; thence S. $38^{\circ}33'57''$ W., a distance of 195.75 feet to a point on the north property boundary of Lot 31-29 of Highland Lakes 31st Sector as recorded in Map Book 34 Page 149 in the Probate Office of Shelby County, Alabama; thence S. $87^{\circ}18'35''$ W. and along said subdivision boundary, a distance of 26.97 feet; thence S. $70^{\circ}12'34''$ W. and along said subdivision boundary, a distance of 203.98 feet; thence S. $41^{\circ}26'44''$ W. and along said subdivision boundary, a distance of 119.32 feet; thence S. $19^{\circ}22'01''$ W. and along said subdivision boundary, a distance of 18.05 feet; thence continue southerly along the last described course and said subdivision boundary, a distance of 124.19 feet; thence S. $04^{\circ}50'19''$ W. and along said subdivision boundary, a distance of 35.96 feet; thence continue southerly along the last described course and along said subdivision boundary, a distance of 80.44 feet; thence S. $10^{\circ}00'33''$ E. and along said subdivision boundary, a distance of 67.18 feet; thence S. $18^{\circ}14'54''$ E. and along said subdivision boundary, a distance of 62.78 feet; thence S. $03^{\circ}45'36''$ E. and along said subdivision boundary, a distance of 46.32 feet; thence S. $02^{\circ}45'59''$ W. and along said subdivision boundary, a distance of 315.52 feet; thence S. $26^{\circ}36'18''$ W. and along said subdivision boundary, a distance of 197.36 feet; thence S. $14^{\circ}33'30''$ E. and along said subdivision boundary, a distance of 14.05 feet to the POINT OF BEGINNING.

Said Parcel Containing 801,799 square feet or 18.41 acres.

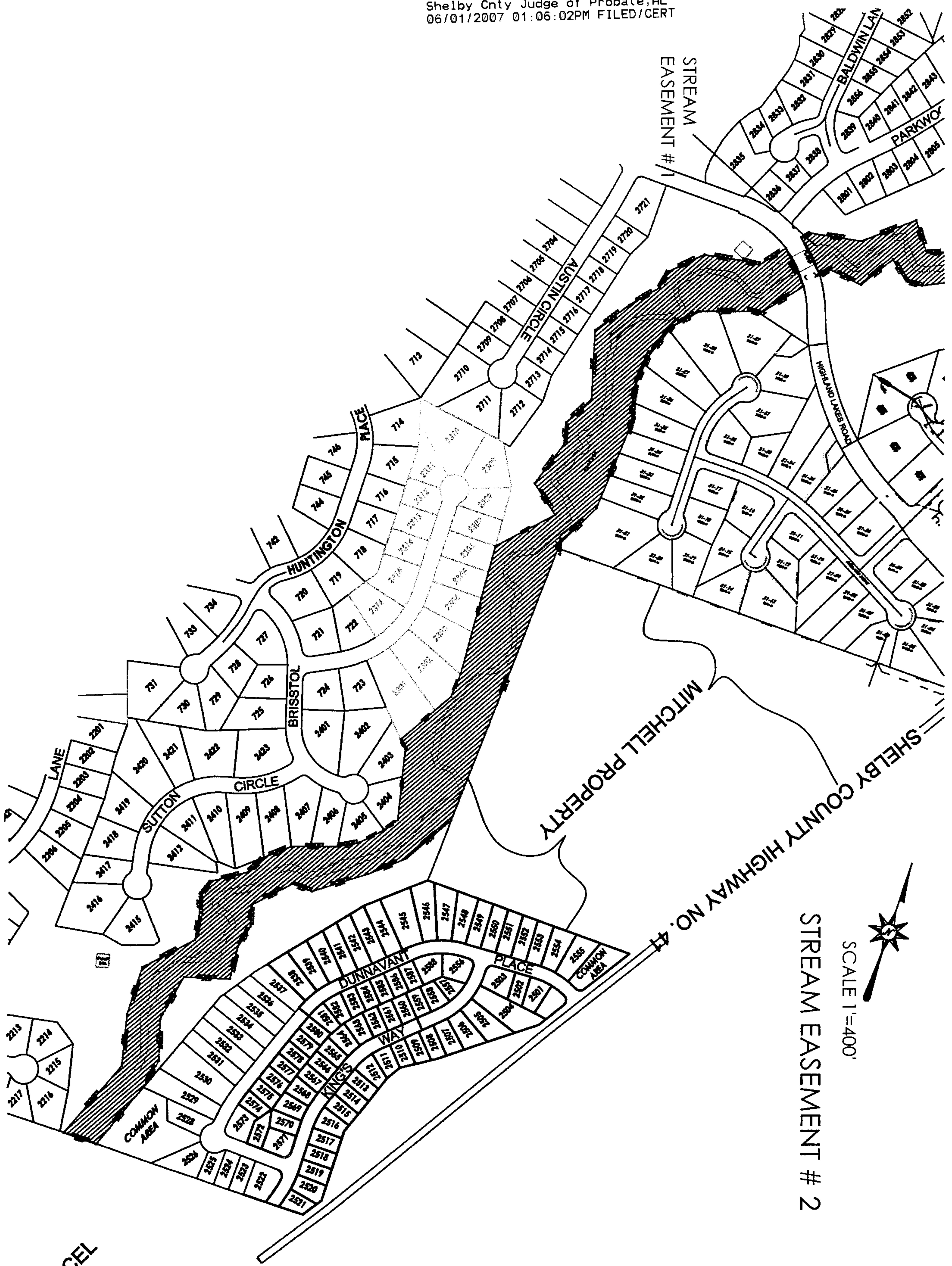


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SCALE 1"=400'
STREAM EASEMENT # 2

CEL