


STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

  
20071205000549790 1/15 \$53.00  
Shelby Cnty Judge of Probate, AL  
12/05/2007 08:52:43AM FILED/CERT

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
BEAR HOLLER**

**KNOW ALL MEN BY THESE PRESENTS, THAT:**

Whereas, the undersigned, **G & S DEVELOPMENT, LLC**, an Alabama limited liability company, is the owner and developer (hereinafter sometimes "Developer") of all the lots in **BEAR HOLLER**, which is more particularly described on the plats recorded in Map Book 38, Page 103 in the office of the Judge of Probate of Shelby County, Alabama; Bear Holler, Sector 2 recorded in Map Book 38, Page 76 and a resurvey of Lots 4, 5, and 6 of Bear Holler Sector 1 recorded in Map Book 39, Page 40 (hereinafter "Bear Holler"); and

Whereas, the undersigned **G & S DEVELOPMENT, LLC**, an Alabama limited liability company, herein after referred to as "Developer" is desirous of establishing restrictions and limitations applicable to all lots owned by it in said Bear Holler development.

Now, therefore, the undersigned **G & S DEVELOPMENT, LLC** does hereby adopt the following restrictions and limitations which are as follows:

**ARTICLE I  
PURPOSE**

For interpreting and applying these protective covenants, their purpose shall be deemed to allow the purchasers of lots in Bear Holler to enjoy the pleasures and benefits of a life style with minimum restrictions while simultaneously imposing reasonable requirements and controls on construction, maintenance and other activities within the subdivision in order to provide for the safety of the purchasers and to preserve the beauty and value of their property.




## **ARTICLE II EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

- A. That said property shall be used for residential purposes only and not for any purpose of business or trade.
- B. Any residence constructed shall be a one family dwelling. Construction of any dwelling shall be completed within twelve (12) months from the commencement of construction.
- C. A secondary residence may be constructed to be a guesthouse on any lot but only one such guesthouse per lot. If a guesthouse is built, the guesthouse may not be sold separately from the sale of the main dwelling.
- D. No main dwelling shall be erected in said development unless the dwelling contains three sides brick, stone or masonry (one of which must be the front of the dwelling) and the dwelling complies with the following listed minimum square footage requirements (exclusive of porches or garages).
- E. One story structure, 3400 square feet of finished and heated living area, excluding basement. All floor plans and elevations to be approved by the ACC.
- F. One and one-half (1 ½) story structure, a minimum of 2400 square feet on the first floor and a minimum of 1200 square feet on the second level.
- G. Two (2) story structure, a minimum of 2000 square feet on each floor.
- H. A secondary residence such as a guesthouse will have minimum square footage of 800 in one level and 1000 square feet on each level of a two story.
- I. Any guesthouses or pool houses must be approved in writing by the Architectural Control Committee. The ACC must be given a construction plan and must show the location of the structure on the lot.
- J. Fences may be erected with approval of the Architectural Control Committee. No razor wire, barbed wire or chain link fencing will be allowed. Privacy type fencing may not be erected in front of a dwelling or closer to the road than the minimum setback distance of thirty-five (35)



feet.

  
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- K. No lot may be subdivided or reduced in size.
- L. Dogs and cats are allowed-limited to 5 per lot. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be within the authority of the ACC to determine what constitutes a nuisance, disturbance or vicious in nature.
- M. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home, recreational vehicle, camper, or boat may be stored out of view from the street. Outdoor storage of abandoned or inoperable vehicles shall not be allowed.
- N. No more than six (6) cars shall be regularly maintained outside at any single lot.
- O. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or if they are visible from the street, approval of Architectural Control Committee is needed.

### **ARTICLE III**

#### **ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL**

- A. The Architectural Control Committee shall consist of Greg Metcalf and Kerry Carter. The majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. Remaining members shall have full authority to designate a successor.
- B. No buildings or outbuildings of any type, no guesthouse, pool house, gazebo or fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee. Outbuildings with an industrial or commercial appearance will not be allowed.
- C. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a barn or stable) proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. The plans submitted to the committee shall be retained by the committee. Said plans should be delivered to the office of Greg Metcalf.



D. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

E. When the developer has sold all the lots in Bear Holler, the ACC will be comprised of three (3) individuals who are lot owners of the lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.

#### **ARTICLE IV SEPTIC TANKS**

A. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road.

#### **ARTICLE V ENTRANCES**

A. Entrance maintenance, landscaping, and lighting, etc. The developer may elect to construct gates, lighting, landscaping or other amenities at the entrance to Bear Holler, which shall all be deemed as Common Areas. The developer will be responsible for the installation costs of such entrance. At this time the above expenses become those of the lot owners for said entrance. The annual maintenance fees paid by the lot owners in ARTICLE VIII will be used to pay the above expenses.

#### **ARTICLE VII DRIVEWAYS**

Driveways. All driveways servicing any lot shall be concrete or asphalt.

#### **ARTICLE VIII BEAR HOLLER OWNERS ASSOCIATION**



- A. Every owner of a lot in Bear Holler is subject to assessment and shall be a member of the Association (hereinafter "Association"). Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to the provisions of the Protective Covenants.
- B. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. (See Article XI for rules governing voting.)
- C. The initial annual assessment of \_\_\_\_\_ 00/100 Dollars (\$\_\_\_\_\_) to be paid for the maintenance of the common easement, entrance way, lighting, landscaping and any other deemed common area maintenance within the subdivision. The assessment will be due and payable to the Bear Holler Owners Association and hereinafter will be not be prorated at the closing, but will be an initial fee to establish a maintenance fund.

## **ARTICLE IX COVENANTS FOR MAINTENANCE ASSESSMENTS**

- A. Affirmative Covenant to Pay Assessments. Each owner, by acceptance of a deed of other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all Assessments determined in accordance with the provisions of this Declaration.
- B. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of Bear Holler, and in particular for the improvement, preservation, maintenance and administration of the Common Areas, entrances and of any easement in favor of the Association or owners and for the establishment of reserves therefore, as well as for such other purposes as are properly undertaken by the Association.
- C. Annual Assessments. The association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Section VII below) and such other recurring or projected expenses as the Board may deem appropriate. The



Assessment year for the Annual Assessment need not be the calendar year.

D. Special Assessments. In addition to the Annual Assessments specified in Section C above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

E. Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of all Assessments, the date of commencement for each Assessment; and the due date of such Assessment, or a per lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

F. Date of Commencement and Due Date for Assessments. The liability of any lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment.

G. Allocation of Assessment. The Board shall allocate a portion of each Assessment to each lot in the proportion that each lot bears to the total number of lots within the Property (to the nearest one-thousandth).

H. Certificates concerning Assessments. The association, shall upon demand at any time, furnish to any Owner liable for any Assessment or his designee a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

I. Liability of Owners for Assessments.



1. No Owner may exempt himself from liability for any Assessment levied against his lot by waiver of the use or enjoyment of any of the Common Areas, or be abandonment of the lot or in any other manner except as provided in subparagraph (b) below.

J. Effect of Non-payment of Assessments: The Lien, the Personal Obligation; Remedies of the Association.

1. If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

2. If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the aforesaid interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the



Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

3. The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Office of the Judge of Probate of Shelby County, Alabama, stating the description of the Lot encumbered thereby,, the name of its Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, late charges, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

4. The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Office of the Judge of Probate of Shelby County, Alabama, prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid Assessments shall be instead collectible from all Owners, including such acquirer, its successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

5. Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above,



including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who proposes to make a loan secured by a mortgage on a Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments and the due date of any such Assessments and the amount of interest due on any delinquent Assessments and an authorized representative of such Association shall give the requesting party a written response, providing all such information, within ten days of the Association's receipt of such inquiry and such response shall be binding upon the Association. If the response is incorrect or if the Association does not make such response within said ten-day period, any such assessment shall not be an obligation of such purchaser or a lien on the Lot, but shall continue to be a personal obligation of the Owner of the Lot.

6. The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article; for the recovery of any unpaid Assessments to the Developers, to any Owner or group of Owners or to any third party.

K. Exempt Property. The Board of Directors shall have the right to exempt any portion of the Property from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

1. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
2. As Common Area as defined in Article IV, paragraph A, hereof;
3. As Property exempted from ad valorem taxation by the laws of the State of Alabama, to the extent agreed to by the Association.

## **ARTICLE X COMMON EXPENSES**

The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the Association is obligated to collect



by Assessment and which Owners are obligated to pay as provided in Article IX hereof. The enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Areas and/or the Property as expenses subject to collection by Assessment.

- A. Maintenance and Repairs of Common Areas. The cost and expense to keep, maintain and light the Common Areas in good and substantial repair and in a clean, attractive, and sanitary condition.
- B. Management. The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Areas.
- C. Fidelity and Directors' Insurance. Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.
- D. Enforcement Declaration and Rules and Regulations. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, the By-Laws or this Declaration.

## **ARTICLE XI**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

- A. Membership. Every Owner, including the Developers, shall, for so long as it is an owner, at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Office of the Judge of Probate of Shelby County, Alabama, and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner.
- B. Voting. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold



such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any one Lot. There shall be no fractional voting. The votes of an Owner of more than one Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the total Lots of the Property that are represented at any meeting of members duly called, and at which a quorum is present,, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Article XI, the Developers shall have the right to elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developers shall fill vacancies, until such time as all Lots have been sold to Owners other than Developers, or the Developers elect, as their option, to terminate their control of the Association, whichever first occurs.

## **ARTICLE XII GENERAL REQUIREMENTS**

- A. Outside air conditioning units may not be visible from the street. No window units or through-the-wall units shall be allowed.
- B. Location of swimming pools must be approved by the ACC.
- C. No treehouses can be built within view of the street without written approval of the ACC.
- D. All basketball goals shall be attached to a goal post and no goals may be attached to the dwelling.
- E. All yards must be landscaped so as to blend harmoniously with the dwellings and lots in the development. All natural areas around homes and along roads must be regularly and attractively maintained.
- F. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.
- G. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.



- H. All dwellings must contain wooden or vinyl window frames. Aluminum window frames are prohibited.
- I. The pitch of the roof on the dwelling must be at least 6 in 12 or more.
- J. Mailboxes must be approved by the ACC.
- K. No wooden front stoops shall be permitted. All front stoops must be brick or masonry.
- L. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or to the neighborhood.
- M. No use of fireworks shall be allowed on the property unless the activity is supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.
- N. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.
- O. No sign of any kind shall be displayed to the public view on any lot except, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- P. No clear cutting of timber shall be allowed.
- Q. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line. No building shall be located nearer than forty (40) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.
- R. Easements to each individual lot for installation and maintenance of utilities and drainage facilities will be reserved pursuant to the designations of the ACC. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.



S. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

T. Any person purchasing a lot or lots in the referenced development shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.

U. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of forty (40) years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten (10) years, unless by vote of a majority of a three-fourths (3/4) then owners of the lots, each owner casting one vote for each lot owned, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.

V. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots, and lakes belonging to them subject to the written approval of 2/3 of the owners of lots not owned by them.

### **ARTICLE XIII ANNUAL FEES**

Each lot owner will pay the annual maintenance fee at the time lot is purchased. This money to be held in escrow in an interest bearing account until spent. The annual fee as established by the ACC or Association will be due during December of each year. This money will be for maintaining the roads, entrance lighting, waterfall, and all other entrance amenities, including landscaping. Collection of these fees may be administered by the ACC or the Association. Invalidation of any one of these covenants



by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and affect.

***SIGNATURES APPEAR ON THE NEXT PAGE***



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IN WITNESS WHEREOF, the said G & S DEVELOPMENT, LLC, an Alabama limited liability company, has here-unto set its signature(s) and seal(s) on this the 30th day of November, 2007.

G & S DEVELOPMENT, LLC,  
an Alabama limited liability company

By: Greg Metcalf  
Greg Metcalf  
Its: Member

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that **Greg Metcalf**, whose name as Member of **G & S DEVELOPMENT, LLC**, an Alabama limited liability company, is signed to the foregoing covenants and who is known to me, acknowledged before me on this day that, being informed of the contents of the covenants, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this the 30th day of November, 2007.

Philip M. Rau  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 1, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

### Mortgagee's Consent

Aliant Bank, the holder and owner of that certain Mortgage recorded in the Office of the Judge of Probate of Shelby County, joins in the execution of this Declaration of Protective Covenants for Bear Holler for the sole and singular purpose of consenting to said Declaration and subjecting the Property described and referred to therein to the terms, conditions and provisions thereof.

By: Larry J. Uptain  
Its: Vice President

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Larry Uptain whose name as \_\_\_\_\_ of Aliant Bank, an Alabama banking corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 31st day of December, 2007.

Philip M. Rau  
Notary Public

[NOTARIAL SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 1, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS