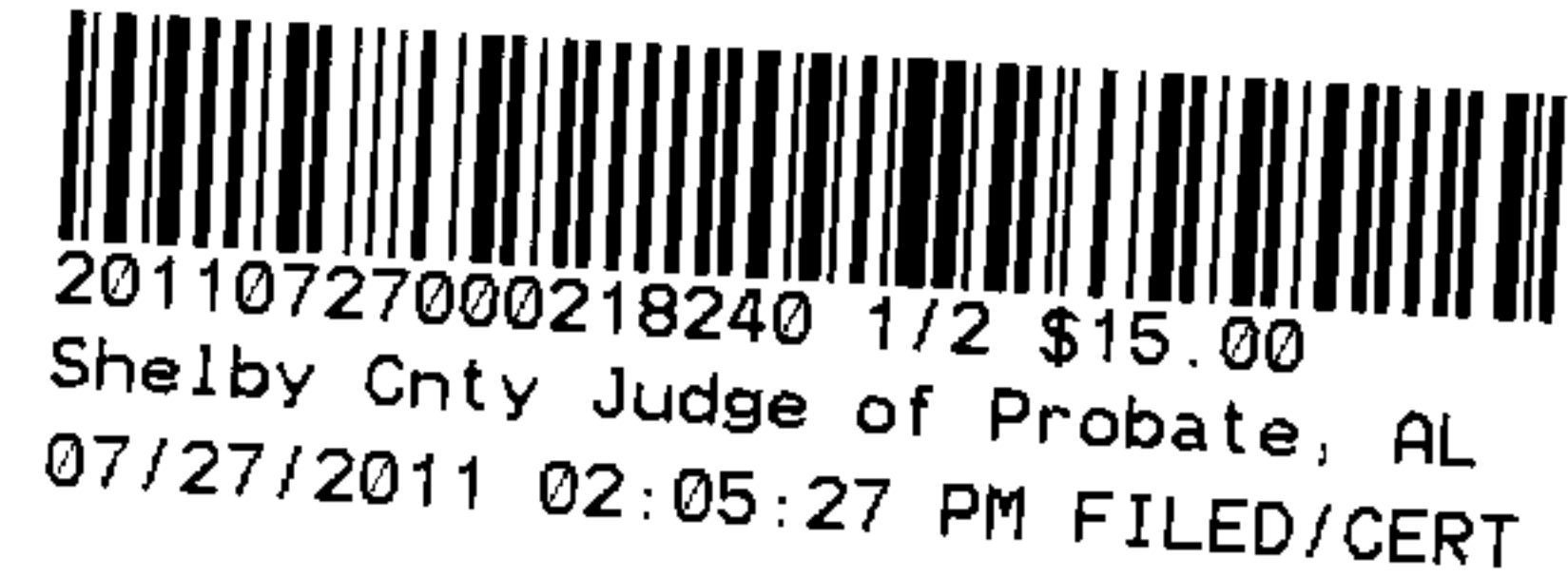


This instrument prepared by:

David P. Condon
David P. Condon, PC
100 Union Hill Drive
Suite 200
Birmingham, Alabama 35209



STATE OF ALABAMA)

:
SHELBY COUNTY)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, Melissa Staffney, an unmarried woman is the Owner of the following described real property, commonly known as 216 Ewing Street, Wilton, AL 35187 (the "Property" and "Address"), situated in Shelby County, Alabama, to wit:

Lot 12A, Block C, according to a resurvey of Lots 12 and 13, Block C, of Wilmont Subdivision, as recorded in Map Book 42, Page 17, in the Probate Office of Shelby County, Alabama

WHEREAS, Owner, on this date has purchased the Property described hereinabove from Greater Birmingham Habitat for Humanity, Inc., ("Habitat"); and in force and effect from time to time, and

WHEREAS, as a condition for the sale of the Property by Habitat to Owner, Owner and Habitat have agreed that Habitat shall retain a right of first refusal on the Property.

WHEREAS, The Neighborhood Stabilization Program (the "Program") was created by the United States Government under Title III of Division B of the Housing and Economic Recovery Act, 2008 ("HERA") (Pub. L. 110-289, approved July 30, 2008), as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA") (Pub. L. 111-005, approved February 17, 2009), which provides for the making of grants by the Secretary of Housing and Urban Development to units of local government with which to provide loans to qualified persons whose income falls below certain specified levels; and

WHEREAS, Alabama Department of Economic and Community Affairs ("ADECA") has received an allocation under the Program and subsequently awarded to Alabama Association of Habitat Affiliates, Inc., and Alabama not-for-profit corporation ("AAHA") a subgrant under the Program.

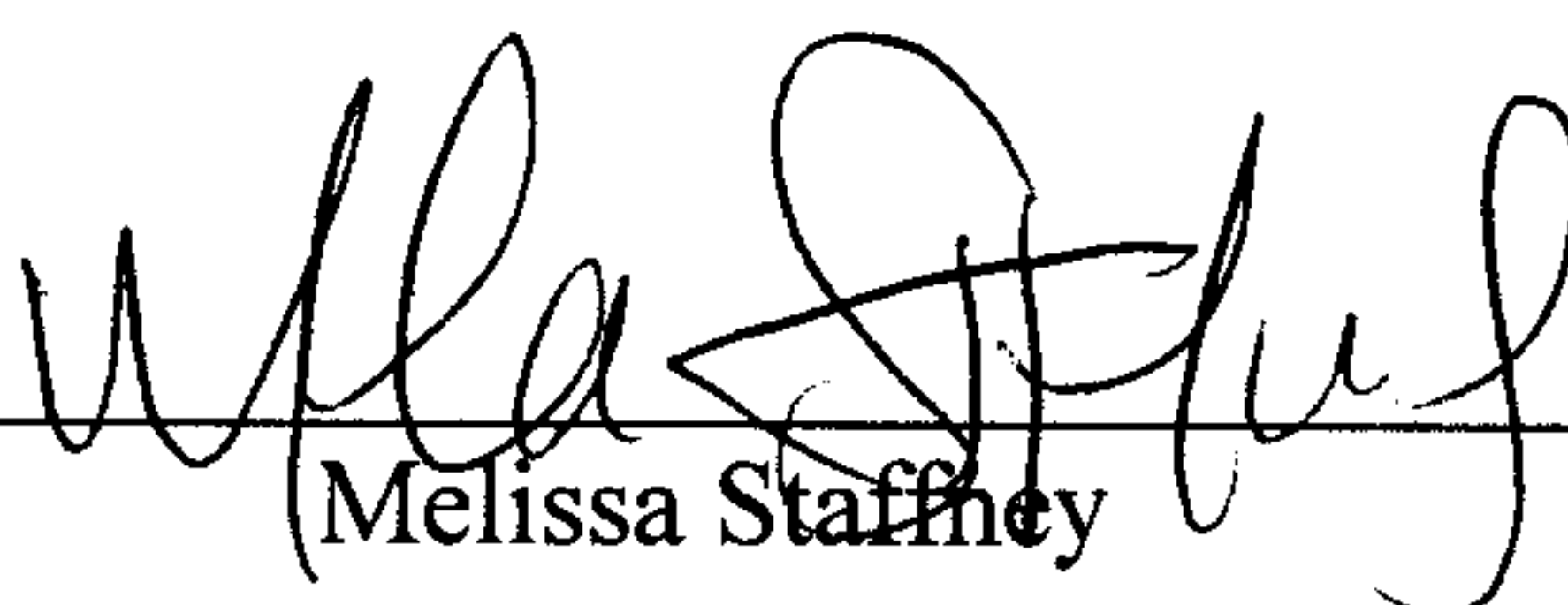
WHEREAS, AAHA has entered into a Developer Agreement with Habitat for the acquisition and rehabilitation and resale of NSP eligible properties including the Property.

WHEREAS, The Borrower acknowledges that the ADECA has chosen to adopt the HOME affordability restrictions as set forth in the HOME Investment Partnership Act, 42 U.S.C. Section 12721 et. seq., as amended and in force and effect from time to time ("the HOME Act"), as a mechanism of enforcement for the Program; and that Borrower and Property are subject to the HOME Act. The said HOME Investment Partnerships Act requires compliance with the rules, regulations and requirements of the Act, as promulgated in 24 CFR 92.254, for a period of fifteen (15) years (the "Period of Affordability"); and

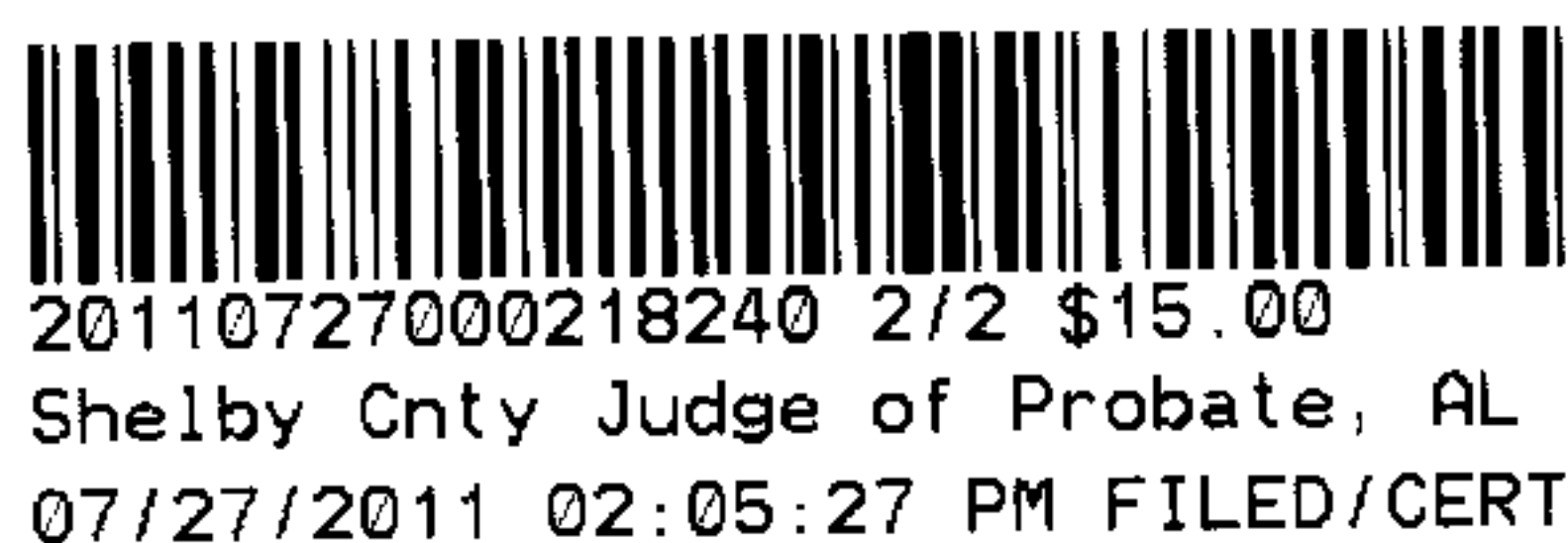
NOW, THEREFORE, Borrower hereby declares that the real property hereinabove described is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, improved and sold subject to the rules, regulations and requirements of the HOME Investment Partnerships Act, 42 U.S.C. Section 12721 et. seq., as amended and in force and effect from time to time, and the regulations promulgated pursuant thereto in 24 C.F.R. 92, for a period of fifteen (15) years beginning June 29, 2011 and ending June 29, 2026.

RIGHT OF FIRST REFUSAL: Habitat will retain a right of first refusal on the Property. In the event the Owner intends to sell, transfer, or otherwise convey title to the Property, Owner shall give Habitat written notice of this intention. This notice shall specifically identify the following: the intended purchaser or transferee, the intended purchase price or other consideration, and the other terms and conditions of purchase or transfer. Attached to the notice shall be a copy of any written offer or agreement pertaining to the conveyance of the Property. Habitat shall have the right of first refusal to purchase the Property for the price and upon the terms and conditions set forth in the Owner's written notice to Habitat of the intention to sell, transfer or convey. Within thirty (30) days of receipt of said notice from the Owner, Habitat shall give written notice to the Owner of whether Habitat will exercise its right of first refusal. If Habitat exercises its right of first refusal to purchase the Property, Habitat and Owner shall execute a sales contract to that effect. If Habitat chooses not to purchase the Property or fails to timely exercise its right of first refusal, the Owner shall be free to convey the Property to the person, for the price and under the terms and conditions set forth in the Owner's notice of intent to sell, transfer or convey. This Right of First Refusal shall terminate upon the expiration of the Period of Affordability.

IN WITNESS WHEREOF, Owner has hereto set his/her signature and seal, on June
29, 2011.

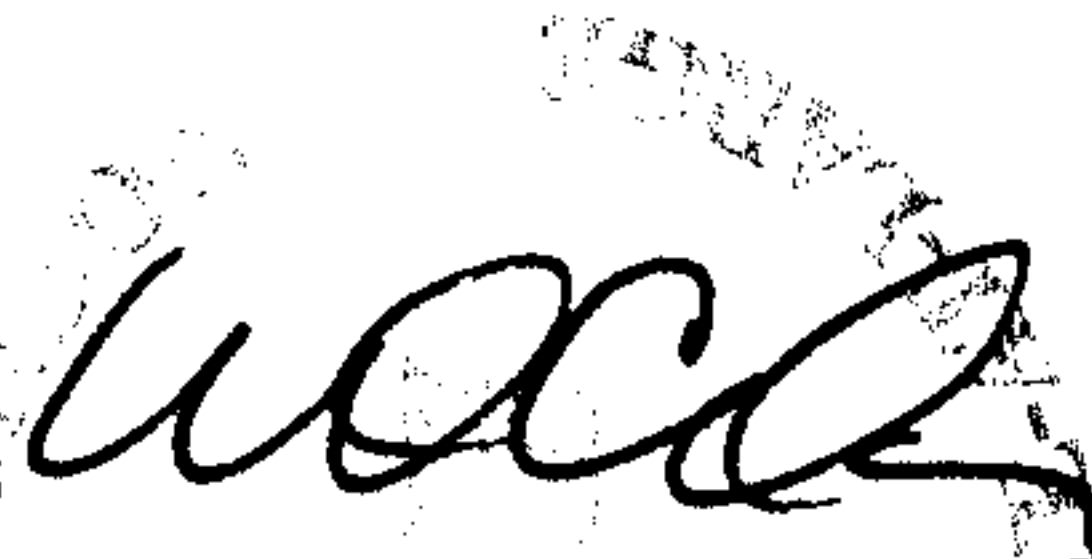

Melissa Staffney

STATE OF ALABAMA)
JEFFERSON COUNTY)



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Melissa Staffney, an unmarried woman, whose name 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 the conveyance, she has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on June 29, 2011.


Notary Public: David P. Gondon
Commission Expires: 2-12-14