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This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205

**DECLARATION  
OF  
EASEMENTS, COVENANTS AND RESTRICTIONS**

This Declaration of Easements, Covenants and Restrictions (the "*Agreement*") is entered into by and between MAC I, LLC, an Alabama limited liability company ("*MAC*"), GAS BOYS 280, LLC, an Alabama limited liability company ("*Gas Boys*") and ORANGE - HOOVER, LLC, an Alabama limited liability company ("*Orange*"). MAC, Gas Boys and Orange are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*." This Agreement is effective as of 6<sup>th</sup> Nov., 2012 (the "*Effective Date*").

**I. BACKGROUND**

1.1 MAC has caused the MAC/HOOVER Subdivision Plat, being a Resurvey of Lot 2A, according to the Resurvey of Lots 1 and 2, Greystone, Map Book 29, Page 53, and acreage, Map Records of Shelby County, Alabama (the "*MAC/Hoover Subdivision Plat*") to be approved by the City of Hoover, executed and recorded in Map Book 43 Page 44, Map Records of Shelby County, Alabama.

1.2 Following the recordation of the MAC/Hoover Subdivision Plat, MAC has conveyed or caused to be conveyed to Orange, Lot 1 according to the MAC/HOOVER Subdivision Plat ("*Lot 1*") and MAC has conveyed or caused to be conveyed to Gas Boys, Lot 2 according to the MAC/HOOVER Subdivision Plat ("*Lot 2*").

1.3 Lot 1 and Lot 2 are individually sometimes referred to as a "*Lot*" and collectively referred to as the "*Lots*." Lot 1 and Lot 2 are depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

1.4 MAC is or will be the owner of real property more particularly described in Exhibit "B-1" and depicted in Exhibit "B-2" attached hereto and made a part hereof for all purposes (the "*MAC Other Parcel*") and made a part hereof for all purposes. MAC joins herein solely for the purpose of being bound by Article VIII.

1.5 ALABAMA CVS PHARMACY, L.L.C. ("*CVS*") has entered into a lease (the "*CVS Lease*") of Lot 1 and is an intended beneficiary of this Agreement.

1.6 MAC, Gas Boys and Orange desire to enhance the use of the Lots and to agree upon and to establish certain rights, servitudes and restrictions on the Lots.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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San Antonio, Texas 78205

## II. ACCESS EASEMENT

**2.1** Access Easement Granted by the Parties. Orange and Gas Boys, as grantor, hereby establish, grant, bargain, sell and create a non-exclusive access easement for the use and enjoyment of pedestrian and vehicular access on, over and across the vehicular circulation lanes, driveways, passages, aisles, sidewalks and similar improvements which are now or hereafter constructed on their respective Lot, for purposes of reasonably unrestricted pedestrian and vehicular ingress and egress between Lot 1, Lot 2, Highway 280 and Highway 119, Hoover, Shelby County, Alabama (the "*Access Easement*"). The Access Easement shall burden and encumber only those portions of the Lots consisting of vehicular circulation lanes, driveways, passages, aisles, sidewalks and similar easement improvements which are now or hereafter constructed on the Lots.

Further, Orange and Gas Boys, as grantor, hereby covenant and agree that the common drive and other improvements (the "*Common Drive*") depicted on Exhibit "A" providing access to Highway 280, Hoover, Shelby County, Alabama from Lot 1 and Lot 2, once constructed shall not be relocated without the consent of the then owners of Lot 1 or Lot 2, which consent shall not be unreasonably conditioned, withheld or delayed.

Further, Orange and Gas Boys, as grantor, hereby covenant and agree that once constructed, any curb cut to Highway 280, Highway 119, Hoover, Shelby County, Alabama, or any abutting easement, once constructed shall not be relocated without the consent of the then owners of Lot 1 or Lot 2 which consent shall not be unreasonably conditioned, withheld or delayed.

The Access Easement does not establish or grant any right to cross or shared parking between Lot 1 and Lot 2 and any cross or shared parking is expressly disclaimed.

### **2.2** Matters Affecting the Access Easement.

**2.2.1** Orange shall have the right to enter Lot 2 for the purpose of constructing or causing to be constructed the Common Drive in connection with its development of Lot 1, and shall have the right to enter Lot 2 for the purpose of constructing the Common Drive. This right shall lapse and expire upon construction of the Common Drive.

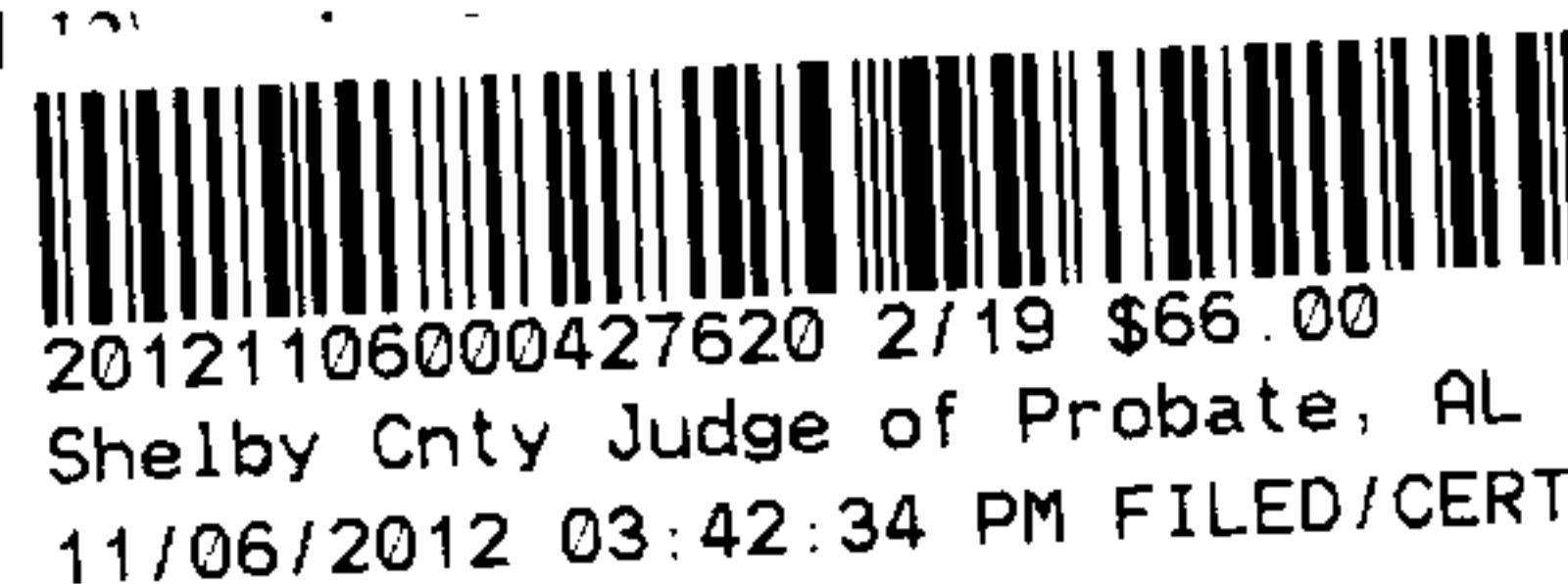
**2.2.2** Gas Boys and Orange shall cooperate with one another to cause the disruption of the use of the Lots to be minimized during the construction of the Common Drive.

**2.2.3** Orange shall indemnify Gas Boys against any losses, liabilities, damages or costs due to the construction of the Common Drive, to the extent not caused by any other Party, or their agents, representatives, successors or assigns. Orange shall assure that there are no mechanic's liens or materialmen's liens against the Lots resulting from the construction of

### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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San Antonio, Texas 78205

construction of the Common Drive, and shall indemnify Gas Boys against any losses, liabilities, damages or costs arising from any such mechanic's or materialmen's liens caused by the construction of the Common Drive and not by Gas Boys.

### III. MAINTENANCE OF LOT 1 AND LOT 2 AND MAINTENANCE OF ACCESS EASEMENT

**3.1** Maintenance of Lot 1 and Lot 2. Once constructed, Orange and Gas Boys shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the building improvements on their respective Lot, including the maintenance and repair of the exterior of any building improvements, landscaping, signage, and lighting. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

**3.2** Casualty. Orange and Gas Boys agree that in the event of damage to any building improvements to their respective Lot to promptly repair such damage. If any building improvements shall be destroyed and cannot be re-built, the Lot affected shall be promptly cleared of rubble and debris and left in a clean, safe condition.

**3.3** Maintenance of the Access Easement. Once constructed, Orange and Gas Boys shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the vehicular circulation lanes, driveways, passages, aisles, sidewalks and similar improvements which are now or hereafter constructed on its respective Lot, including the maintenance, repair or replacement of any paved area, sweeping, cleaning or re-striping thereof. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

Orange or Gas Boys or either of them shall have the right to enter Lot 1 and Lot 2 for the purpose of the maintenance of the Common Drive. All rights exercised hereunder shall be done so in a manner which will minimize interference with the use and enjoyment of the Common Drive.

Orange and Gas Boys shall have the right to enter into an agreement providing for the shared maintenance of the Common Drive and the costs or expenses related thereto.

**3.4** Failure to Maintain Lot 1, Lot 2 or the Access Easement. In the event Orange or Gas Boys (a "*Defaulting Party*") shall fail to maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the building improvements on their respective Lot, or the vehicular circulation lanes, driveways, passages, aisles, sidewalks and similar improvements which are now or hereafter constructed on their respective Lot, the other of such Orange or Gas Boys (a "*Non-Defaulting Party*"), following thirty (30) days written notice, but without notice in the event of an emergency, shall have the right (but shall not be obligated) to

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to enter the Lot of the Defaulting Party for the purpose of performing such maintenance and the Defaulting Party shall reimburse the Non-Defaulting Party for the cost incurred with interest thereon at the Agreed Rate (defined below), together with any costs of collection thereof, including reasonable attorney's fees. As used herein, the "*Agreed Rate*" shall mean twelve percent (12%) per annum from ten (10) days after the date of demand for payment until paid.

#### IV. INDEMNITY REGARDING LOTS AND ACCESS EASEMENT

**4.1** Indemnification. Gas Boys agrees to indemnify and save harmless Orange from and against all claims, liabilities or judgments, costs or expenses, which may arise from any act or omission or alleged act or omission of negligence of Gas Boys or its agents, servants and employees on or about, or in connection with the use of Lot 2 or the Access Easement which is not caused by Orange or their agents, servants and employees. Orange agrees to indemnify and save harmless Gas Boys from and against all claims, liabilities or judgments, costs or expenses, which may arise from any act or omission or alleged act or omission of negligence of Orange or its agents, servants and employees on or about, or in connection with the use of Lot 1 or the Access Easement which is not caused by Gas Boys or their agents, servants and employees. Orange and Gas Boys shall at all times maintain liability insurance coverage in such amounts and with such coverage as a prudent land owner or operator in the business being conducted on a Lot would customarily maintain.

#### V. DRAINAGE EASEMENT

**5.1** Drainage Easement Granted by the Parties. Orange, as grantor, hereby establishes, grants, bargains, sells and creates a non-exclusive drainage easement for the use and enjoyment of the Lots under that portion of Lot 1 owned by Orange as depicted on Exhibit "C" attached hereto and made a part hereof for all purposes, to the underground drainage facilities to be located thereunder for purpose of storm water runoff from the surface and underground storm water runoff from the Lots to pass in, under and across the same into the underground drainage facilities located under Lot 1 (the "*Lot 1 Drainage Facilities*"), and Gas Boys, as grantor, hereby establishes, grants, bargains, sells and creates a non-exclusive drainage easement for the use and enjoyment of the Lots under that portion of Lot 2 owned by Gas Boys as depicted on Exhibit "C" to the underground drainage facilities to be located thereunder for purpose of storm water runoff from the surface and underground storm water runoff from the Lots to pass in under and across the same into the underground drainage facilities located under Lot 2 (the "*Lot 2 Drainage Facilities*"). Collectively, the Lot 1 Drainage Facilities and the Lot 2 Drainage Facilities are collectively referred to as the "*Drainage Facilities*" and the easements granted by Orange and by Gas Boys herein are collectively referred to as the "*Drainage Easement*".

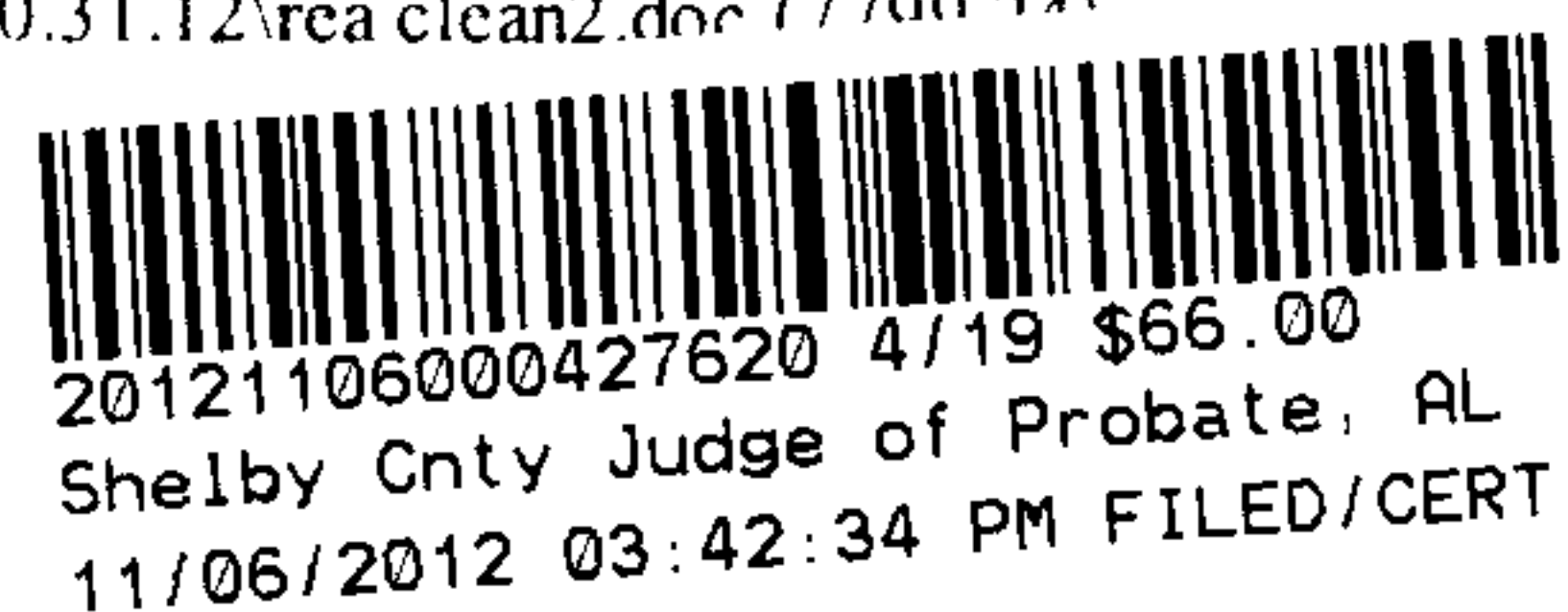
**5.2** Matters Affecting the Drainage Easement.

**5.2.1** Orange shall have the right to enter Lot 2 for the purpose of constructing or causing

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causing to be constructed the Drainage Facilities in connection with its development of Lot 1, and shall have the right to enter Lot 2 for the purpose of constructing the Drainage Facilities. This right shall lapse and expire upon construction of the Drainage Facilities.

**5.2.2** Orange and Gas Boys shall cooperate with one another to cause the disruption of the use of the Lots to be minimized during the construction of the Drainage Facilities.

**5.2.3** Orange shall indemnify Gas Boys against any losses, liabilities, damages or costs due to the construction of the Drainage Facilities, to the extent not caused by any other Party, or their agents, representatives, successors or assigns. Orange shall assure that there are no mechanic's liens or materialmen's liens against the Lots resulting from the construction of the Drainage Facilities, and shall indemnify Gas Boys against any losses, liabilities, damages or costs arising from any such mechanic's or materialmen's liens caused by the construction of the Drainage Facilities and not by Gas Boys.

## **VI. MAINTENANCE OF DRAINAGE EASEMENT**

**6.1** Maintenance of the Drainage Easement. Once constructed, Orange and Gas Boys shall maintain and keep in good condition and repair or cause to be maintained and kept in good condition and repair the Drainage Facilities which are now or hereafter constructed on its respective Lot. Maintenance shall at all times satisfy the requirements of any restrictions affecting the Lots and applicable law and regulation.

Orange and Gas Boys shall have the right to enter Lot 1 and Lot 2 for the purpose of the maintenance of the Drainage Facilities. All rights exercised hereunder shall be done so in a manner which will minimize interference with the use and enjoyment of the Drainage Facilities.

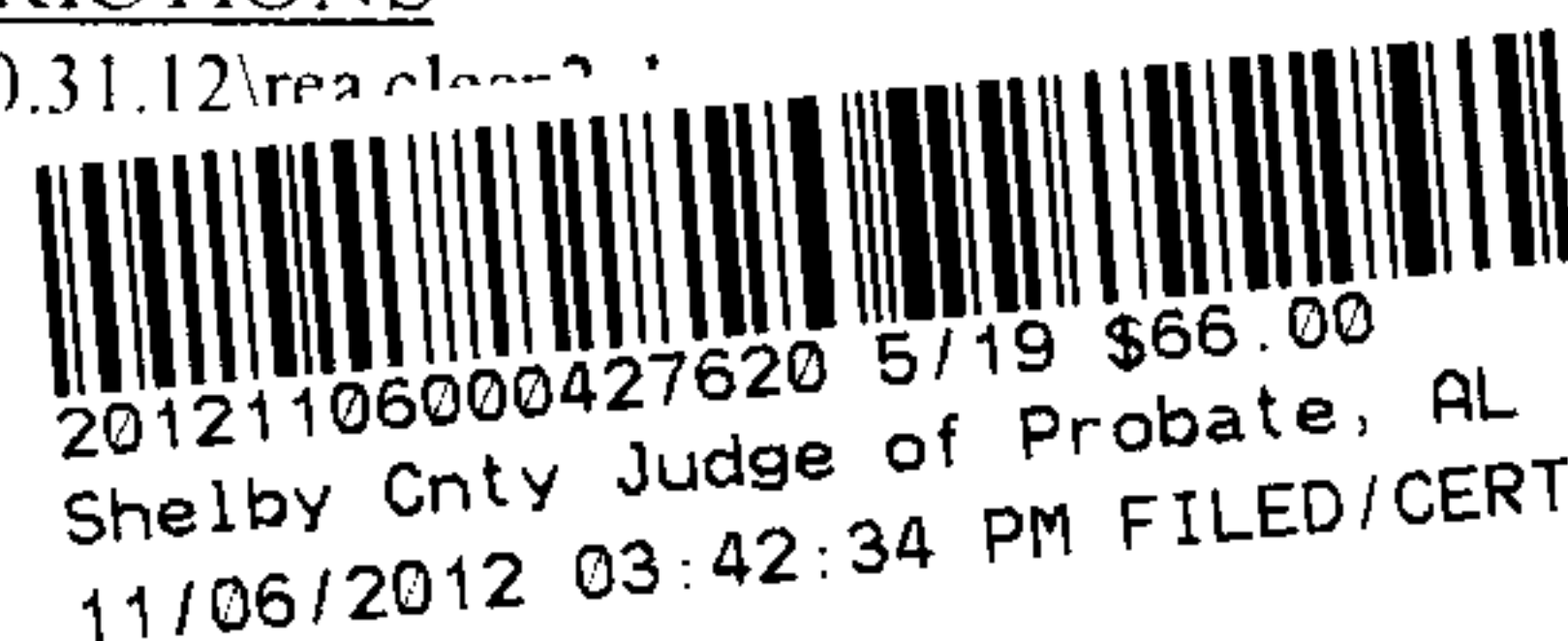
The Parties or any of them shall have the right to enter into an agreement providing for the shared maintenance of the Drainage Facilities and the costs or expenses related thereto.

**6.2** Failure to Maintain the Drainage Easement. In the event Orange or Gas Boys as a Defaulting Party shall fail to maintain the Drainage Facilities which are now or hereafter constructed on their respective Lot, the other of such Orange or Gas Boys as a Non-Defaulting Party, following thirty (30) days written notice, but without notice in the event of an emergency, shall have the right (but shall not be obligated) to enter the Lot of the Defaulting Party for the purpose of performing such maintenance and the Defaulting Party shall reimburse the Non-Defaulting Party for the cost incurred with interest thereon at the Agreed Rate from ten (10) days after the date of demand for payment until paid.

## **VII. INDEMNITY REGARDING DRAINAGE EASEMENT**

### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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San Antonio, Texas 78205

**7.1 Indemnification.** Gas Boys agrees to indemnify and save harmless Orange from and against all claims, liabilities or judgments which may arise from any act or alleged act of negligence of Gas Boys or its agents, servants and employees on or about the Drainage Easement which is not caused by Orange or their agents, servants and employees. Orange agrees to indemnify and save harmless Gas Boys from and against all claims, liabilities or judgments which may arise from any act or alleged act of negligence of Orange or its agents, servants and employees on or about the Drainage Easement which is not caused by Gas Boys or their agents, servants and employees.

## VIII. FUTURE USE COVENANTS

**8.1 Restrictions on the Lots.** No Party shall lease any space on their respective lots or allow any such space to be used for the following purposes: a pinball, video game, or any form of entertainment arcade; a gambling or betting office, other than for the sale of lottery tickets; a massage parlor; a cinema, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise; a theater; a health club or exercise salon; any type of educational or vocational institution; a flea market; a warehouse; or a facility which performs on-site dry cleaning.

**8.2 Lot 1 Use Restrictions.** A "*C-Store Use*" (as defined below) shall not be permitted on Lot 1 (the "*Lot 1 Use Restriction*"). The Lot 1 Use Restriction shall run with the land and be binding upon Orange and its successors and assigns to Lot 1. The Lot 1 Use Restriction shall be for the benefit of Gas Boys, and its successors or assigns as owners of Lot 2 and MAC, and its successors or assigns as owners of the MAC Other Parcel. The Lot 1 Use Restriction shall remain in effect until the later to occur of (i) two (2) years following the Effective Date; or (ii) the date that both of the MAC Other Parcel, and Lot 2 have not been used for a C-Store Use for a period of more than one (1) year. Notwithstanding the foregoing, nothing contained herein or in the Lot 1 Use Restriction shall be deemed to prohibit Lot 1 from being used for a "*Retail Drug Store Use*" (as defined below).

**8.3 Lot 1 Permitted Use.** Notwithstanding the foregoing, nothing contained in the Lot 1 Use Restrictions or the Lot 2/MAC Other Parcel Use Restrictions shall be deemed to prohibit Lot 1 from being used for a Retail Drug Store Use or for the sale of other items or services as are from time to time sold or offered by so-called "chain" drugstores.

**8.4 Lot 2/MAC Other Parcel Use Restrictions.** A "*Retail Drug Store Use*" shall not be permitted on either of Lot 2 or the MAC Other Parcel (as applicable, the "*Lot 2/MAC Other Parcel Use Restriction*"). The Lot 2/MAC Other Parcel Use Restriction shall run with the land and be binding upon Gas Boys and its successors and assigns as to Lot 2, and MAC and its successors and

### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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successors and assigns to the MAC Other Parcel. The Lot 2/MAC Other Parcel Use Restriction shall be for the benefit of the owner of Lot 1. The Lot 2/ MAC Other Parcel shall remain in effect until the later to occur of (i) two (2) years following the Effective Date; or (ii) the date that Lot 1 has not been used for a Retail Drug Store Use for a period of more than one (1) year.

**8.5** Lot 2 Permitted Use. Notwithstanding the foregoing, nothing contained in the Lot 1 Use Restrictions or the Lot 2/MAC Other Parcel Use Restrictions shall be deemed to prohibit Lot 2 or the MAC Other Parcel from being used for a C-Store Use.

**8.6** Definitions. As used in this Article, the following terms shall have the following meanings (unless otherwise defined elsewhere herein):

"*C-Store Use*" shall mean a gas station or any refueling station of any type or convenience store.

"*Retail Drug Store Use*" shall mean any use for the purpose of a retail store for the sale and/or compounding of prescription drugs, or wherein a licensed pharmacist is employed in connection with the sale of prescription drugs, other items or services as are from time to time sold or offered by so-called "chain" drugstores, health and beauty aids store, a vitamin store, a pharmacy mail order facility, a drug store, and/or a pharmacy prescription department. The term "health and beauty aids store" shall mean a store, which devotes more than 5% of its retail selling space to the display and sale of health and beauty aids. The term "pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists, other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit. Further, Retail Drug Store Use, as to the restriction on Lot 2 shall also mean a retail health center, and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. A "retail health center" shall include such operations as Tenant's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately operated and not located inside any retail store or establishment.


## IX. MISCELLANEOUS.

**9.1** Notice. Any notice, request, demand, approval, consent or election required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to the other Party at the address set forth below:

### DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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2500 Bank of America Plaza  
San Antonio, Texas 78205

If to MAC:

MAC I LLC  
5015 Addison Circle, Suite 279  
Addison, Texas 75001

If to Gas Boys:

The McPherson Companies, Inc.  
5051 Cardinal Street  
Trussville, Alabama 35173  
Attn: Bradley G. Gray

If to Orange:

Orange Development, Inc.  
1900 Corporate Park  
1901 Suite G-50  
Birmingham, Alabama 35242  
Attn: Jason Price

Any Party may designate another address by giving written notice to the other Party as provided herein.

**9.2** Enforcement and Amendment. This Agreement may be waived, enforced or amended by the Parties named herein or their heirs, successors or assigns, without the consent or joinder of any tenant or other occupant of the Lots except as set forth below. For so long as the CVS Lease is in effect or CVS, its successors, assigns or subtenants shall occupy Lot 1, this Agreement shall not be amended without the consent and joinder of CVS. Further, for so long as CVS, its successors or assigns shall occupy Lot 1, CVS may enforce this Agreement as if CVS had been a party hereto and the joinder of the owner of Lot 1 shall not be required for such purpose.

**9.3** Applicable Law. This Agreement shall be construed under the laws of the State of Alabama.

**9.4** Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors and assigns. For so long as the CVS Lease is in effect or CVS, its successors, assigns or subtenants shall occupy Lot 1, CVS is an intended beneficiary of this Agreement.

**9.5** Run with Land. This Agreement, and the restrictions, covenants, agreements, benefits and

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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and burdens herein shall run with the Lots.

**9.6** Successors and Assigns. The benefits and burdens created in this Agreement shall inure to each successive owner of a portion of the Lots. For so long as the CVS Lease is in effect or CVS, its successors, assigns or subtenants shall occupy Lot 1, CVS is an intended beneficiary of this Agreement.

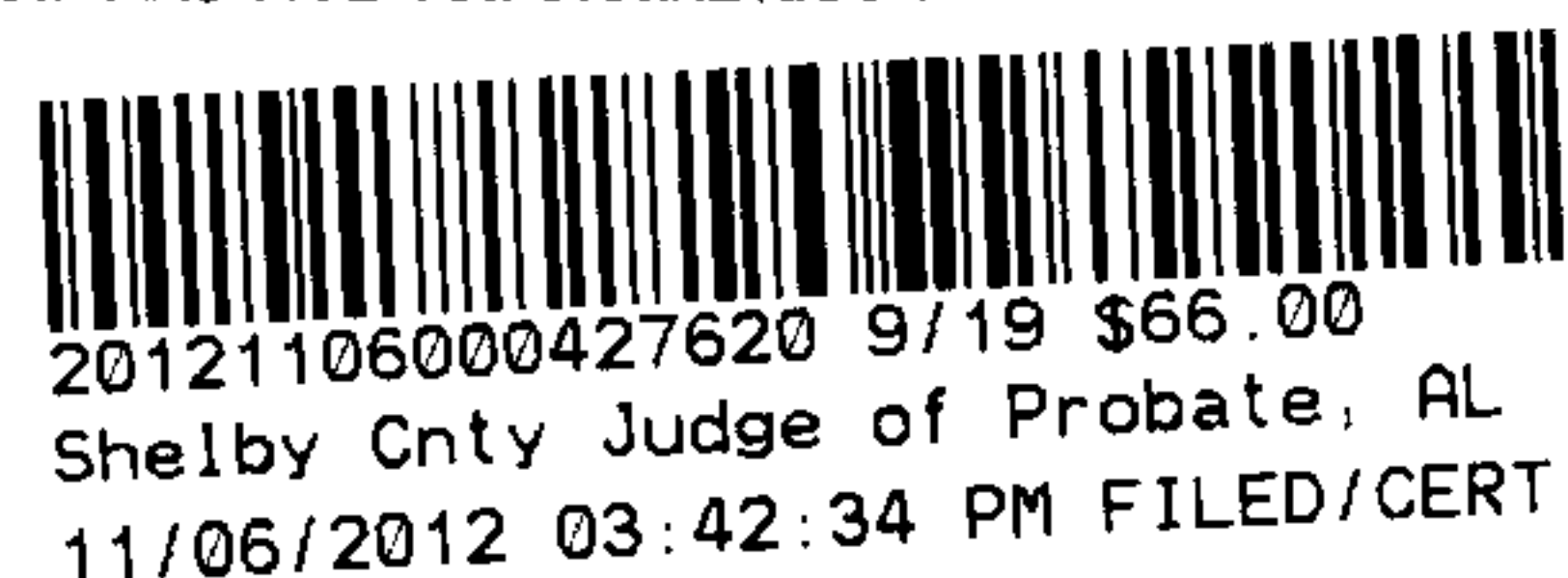
**9.7** Non-Exclusive. The easements herein granted are not exclusive, and the right is hereby reserved to grant such other easements, rights, or privileges to such other persons and for such other purposes as the owner(s) of the Lots in their discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein. No use shall be made of the rights herein granted which would obstruct or prevent the exercise of similar rights by other persons entitled to do so.

**9.8** Non-Public. The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the Parties hereto, their successors and assigns, and their successors in title to the whole or any portion of the properties and their respective lessees, tenants, and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment or rental, assignment of leases, or other voluntary contractual documents covering the whole or any portion of the properties herein above described.

**9.9** Termination. The easements and restrictions hereby created may be rescinded, destroyed, and terminated only by instrument(s) in writing purporting to rescind, destroy or terminate them, executed and acknowledged in the manner suitable for recording by all of the then record owners of the Lots and all of the lien holders owning and holding liens or security interests in said benefited parcels. For so long as the CVS Lease is in effect or CVS, its successors, assigns or subtenants shall occupy Lot 1, no termination shall be effective without the consent and joinder of CVS, its successors or assigns.

EXECUTED as of Effective Date.

[The balance of this page is intentionally left blank. Signatures appear on the Signature Pages attached hereto and made a part hereof.]



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2500 Bank of America Plaza  
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**SIGNATURE PAGE  
TO  
DECLARATION  
OF  
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**MAC I, LLC**

By: [Signature]  
Name: J.T. McPherson  
Its: Manager / Sole Member

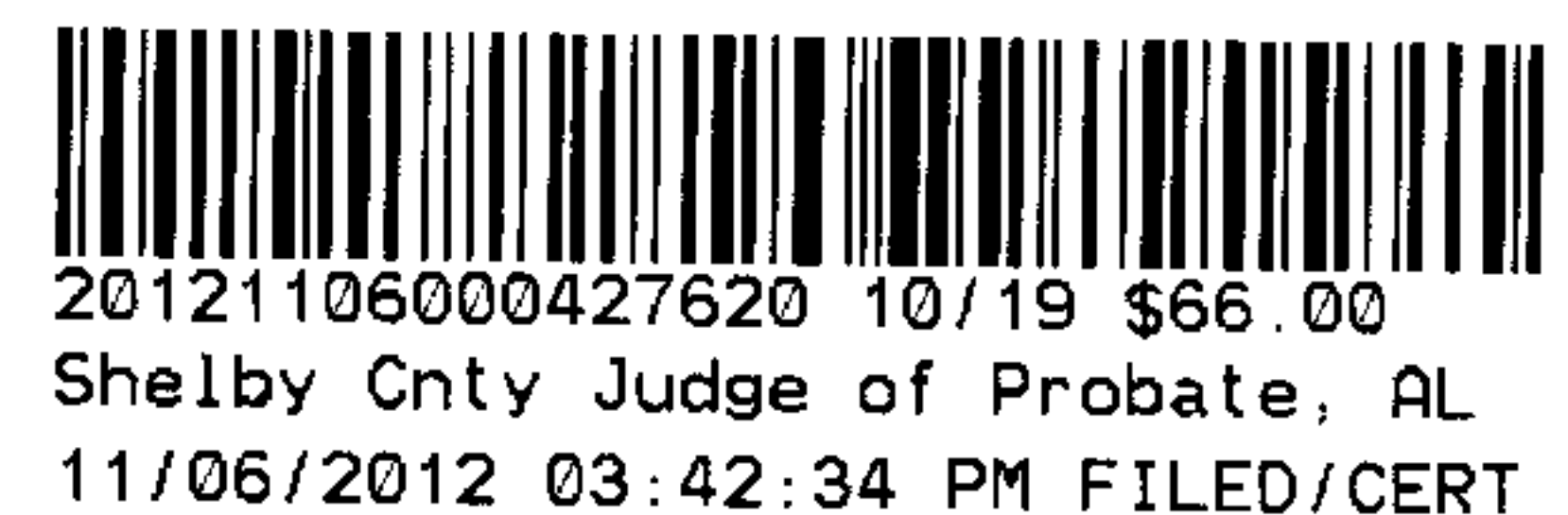
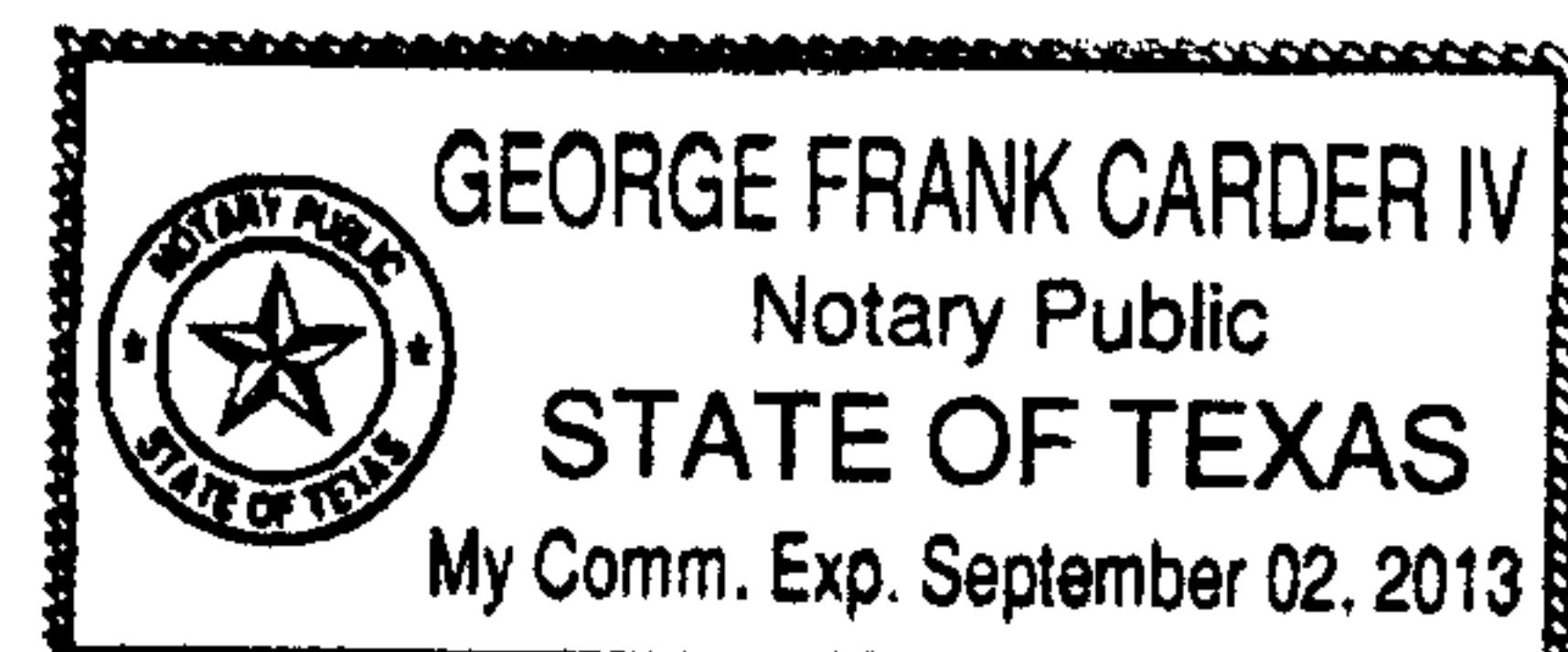
ATTEST/WITNESS:  
[Signature]  
TITLE: ASST. SHERIFF M.D.

STATE OF TEXAS  
DALLAS COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J.T. McPherson, whose name as Manager of MAC I, LLC, an Alabama limited liability company, is signed to the foregoing Declaration of Easements, Covenants and Restrictions and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Easements, Covenants and Restrictions, he, in his capacity as such MANAGER and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand the 31<sup>st</sup> day of OCTOBER, 2012

[Signature]  
Notary Public  
[Notary Seal]  
My Commission Expires: 09/02/2013



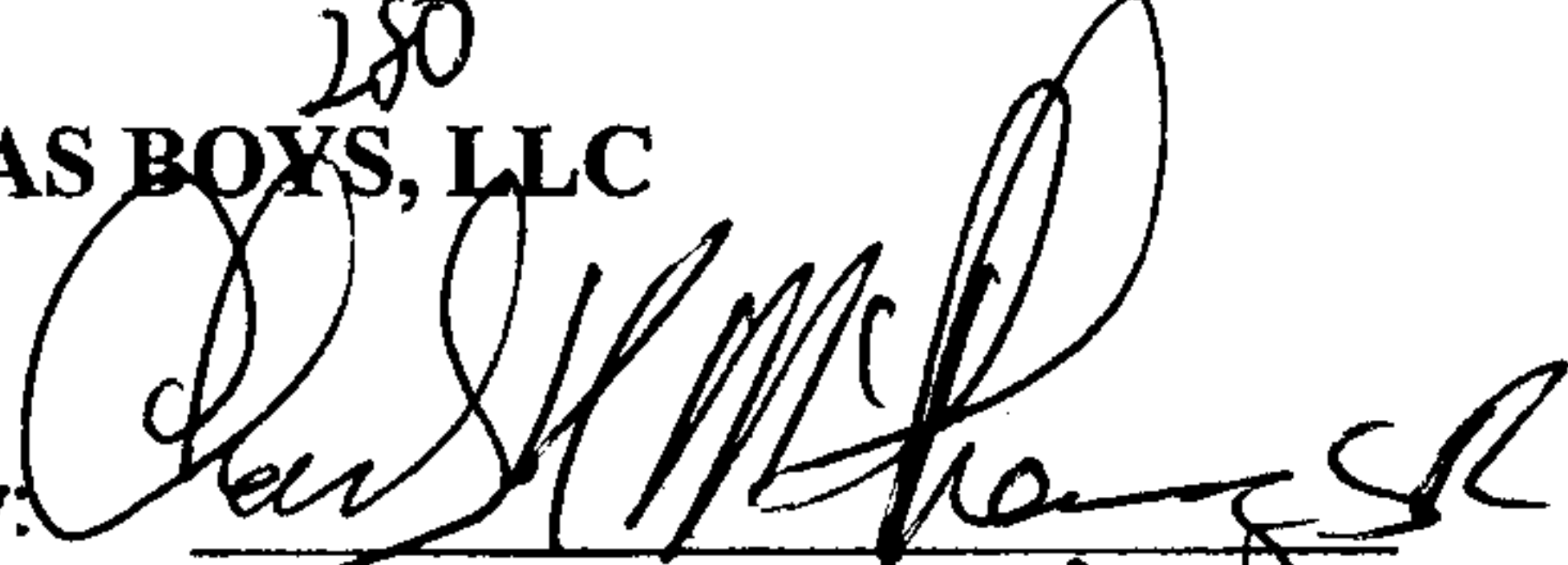
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**SIGNATURE PAGE  
TO  
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<sup>280</sup>  
GAS BOYS, LLC

By:   
Name: CHARLES K. McPHERSON  
Its: MANAGING MEMBER

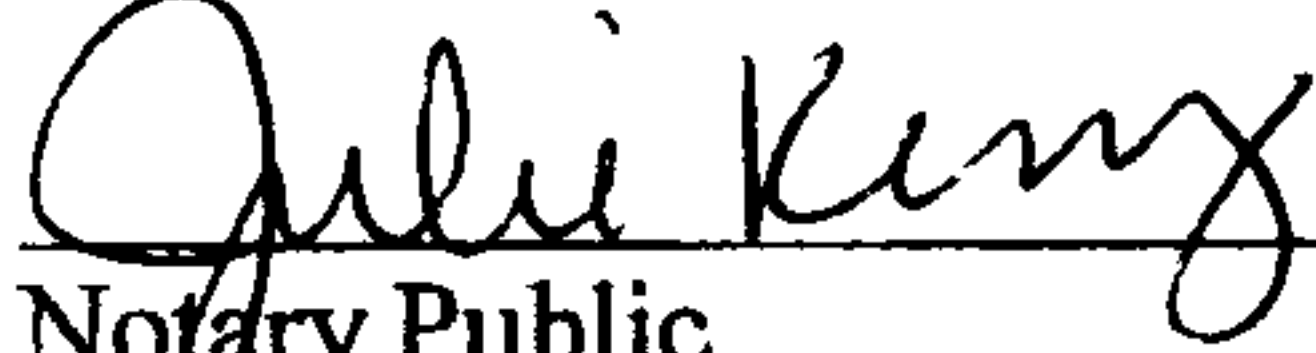
ATTEST/WITNESS:

  
TITLE: Steven Lorenblum

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHARLES K. McPHERSON whose name as MANAGER of GAS BOYS, LLC, an Alabama limited liability company, is signed to the foregoing Declaration of Easements, Covenants and Restrictions and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Easements, Covenants and Restrictions, he, in his capacity as such Manager and with full authority, executed the same voluntarily for and as the act of said LLC of said limited liability company on the day the same bears date.


Given under my hand the 2<sup>ND</sup> day of NOVEMBER, 2012

  
Notary Public  
[Notary Seal]  
My Commission Expires: 4/2013

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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OF  
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**ORANGE - HOOVER, LLC**

By:

  
Robert Jason Price, Manager

ATTEST/WITNESS:

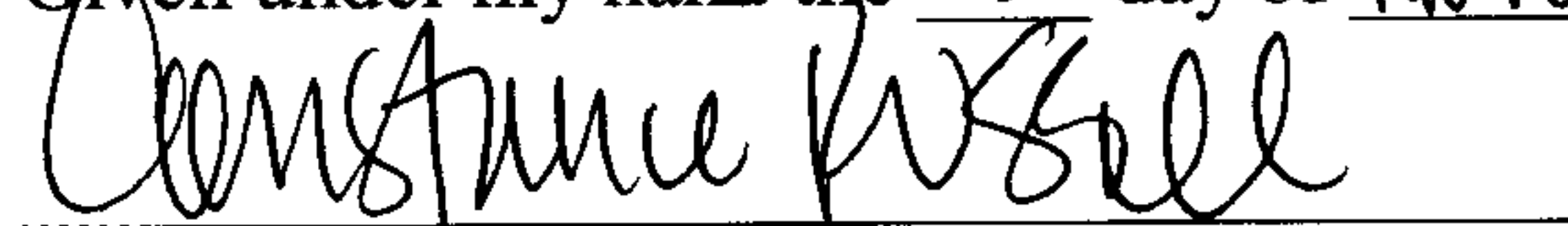


TITLE: Director of Operations

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JASON PRICE, whose name as Manager of ORANGE - HOOVER, LLC, an Alabama limited liability company, is signed to the foregoing Declaration of Easements, Covenants and Restrictions and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Easements, Covenants and Restrictions, he, in his capacity as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand the 5<sup>th</sup> day of November, 2012




Notary Public

[Notary Seal]

My Commission Expires: 11/2/2013

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: November 2, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
20121106000427620 12/19 \$66.00  
Shelby Cnty Judge of Probate, AL  
11/06/2012 03:42:34 PM FILED/CERT

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

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This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205

**SIGNATURE PAGE  
TO  
DECLARATION  
OF  
EASEMENTS, COVENANTS AND RESTRICTIONS**

Lienholder, as the holder of a lien on the Lot 1, consents to the above Declaration of Easements, Covenants and Restrictions, and Lienholder subordinates its lien to the Declaration of Easements, Covenants and Restrictions so that a foreclosure of the lien will not extinguish the Declaration of Easements, Covenants and Restrictions.

**LIENHOLDER:**

RENASANT BANK,  
a Mississippi banking corporation

By: Mike Frederick  
Name: Mike Frederick  
Its: SVP

ATTEST/WITNESS:

TITLE: \_\_\_\_\_

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mike Frederick, whose name as SVP of RENASANT BANK, a Mississippi banking corporation, is signed to the foregoing Declaration of Easements, Covenants and Restrictions and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Easements, Covenants and Restrictions, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said SVP as the \_\_\_\_\_ of said banking corporation on the day the same bears date.

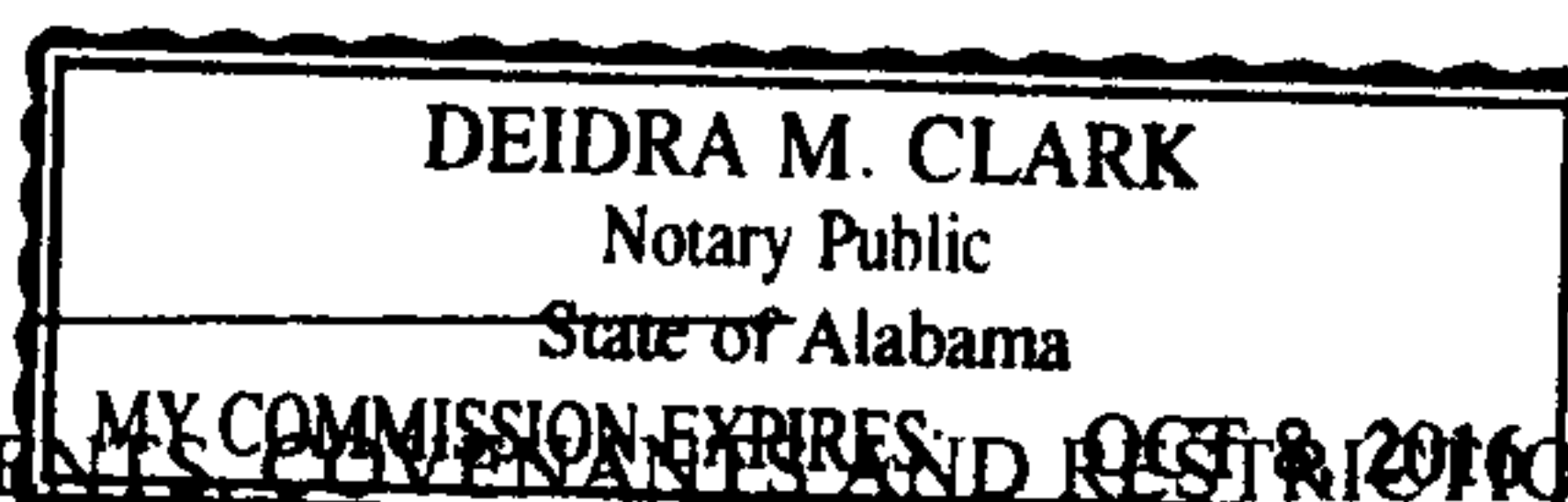
Given under my hand the 6 day of November, 2012

Deidra M. Clark

Notary Public

[Notary Seal]

My Commission Expires:



DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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Page 13



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Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205

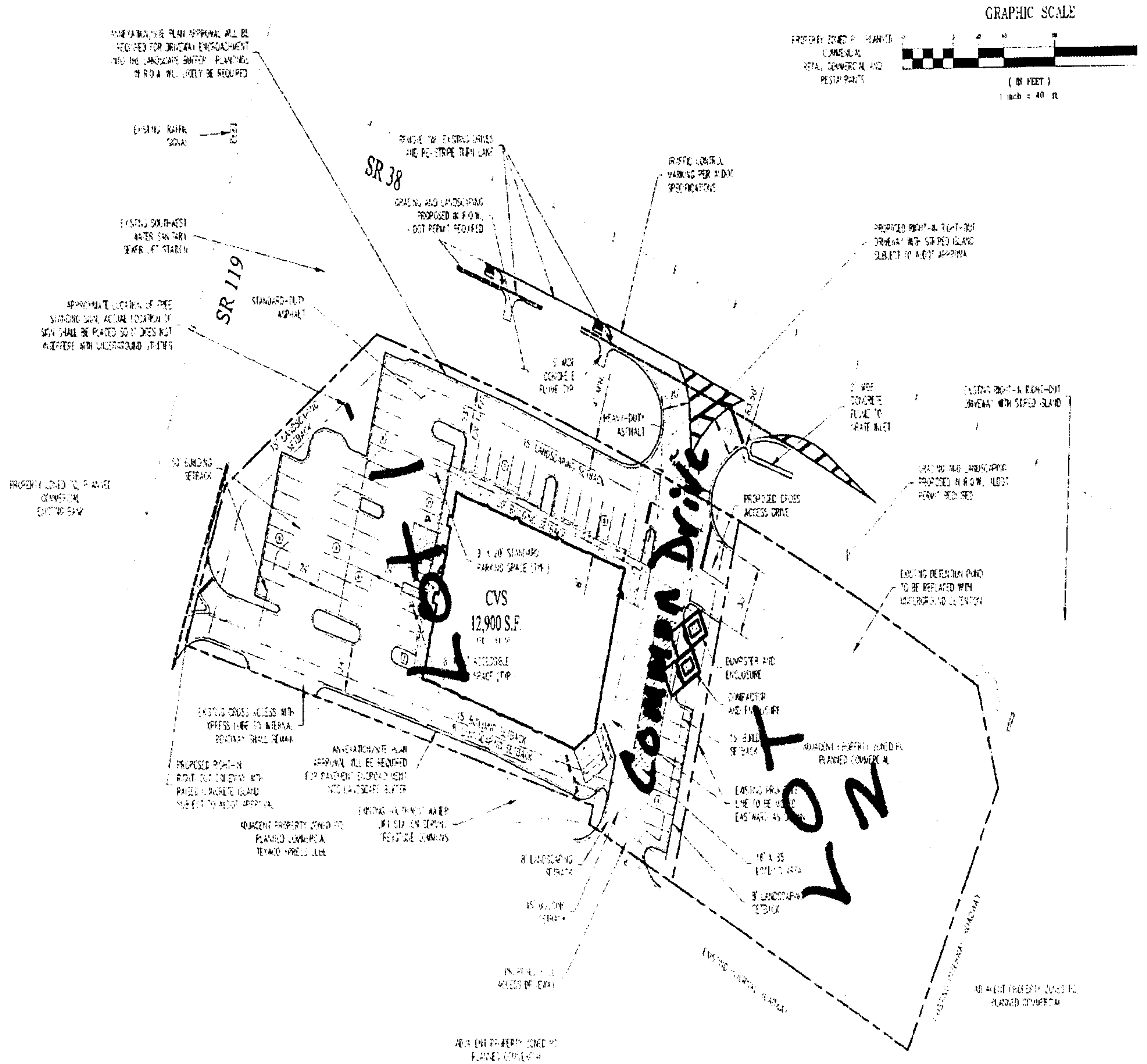
**EXHIBIT "A"**  
**TO**  
**DECLARATION**  
**OF**  
**EASEMENTS, COVENANTS AND RESTRICTIONS**  
**LOT 1, LOT AND THE COMMON DRIVE**

[see following page]





**This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205**



## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

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This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205

**EXHIBIT "B-1"**  
**TO**  
**DECLARATION**  
**OF**  
**EASEMENTS, COVENANTS AND RESTRICTIONS**  
**THE MAC OTHER PARCEL**

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78°39'13" East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60°38'07" East along the Northwesternly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesternly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21°09'07" East along the Northwesternly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64°43'19" West for a distance of 298.82 feet; thence run South 21°09'07" West for a distance of 216.54 feet; thence run South 69°47'53" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80°42'35" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

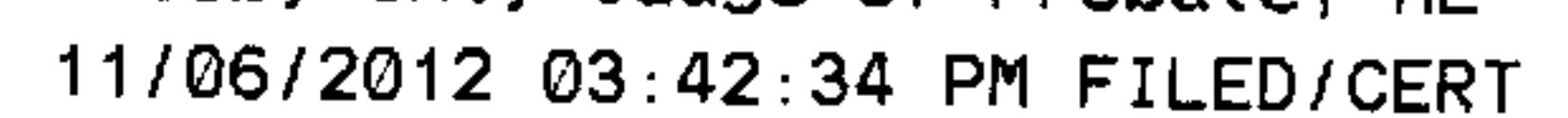
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**EXHIBIT "B-2"**  
**TO**  
**DECLARATION**  
**OF**  
**EASEMENTS, COVENANTS AND RESTRICTIONS**  
**THE MAC OTHER PARCEL**



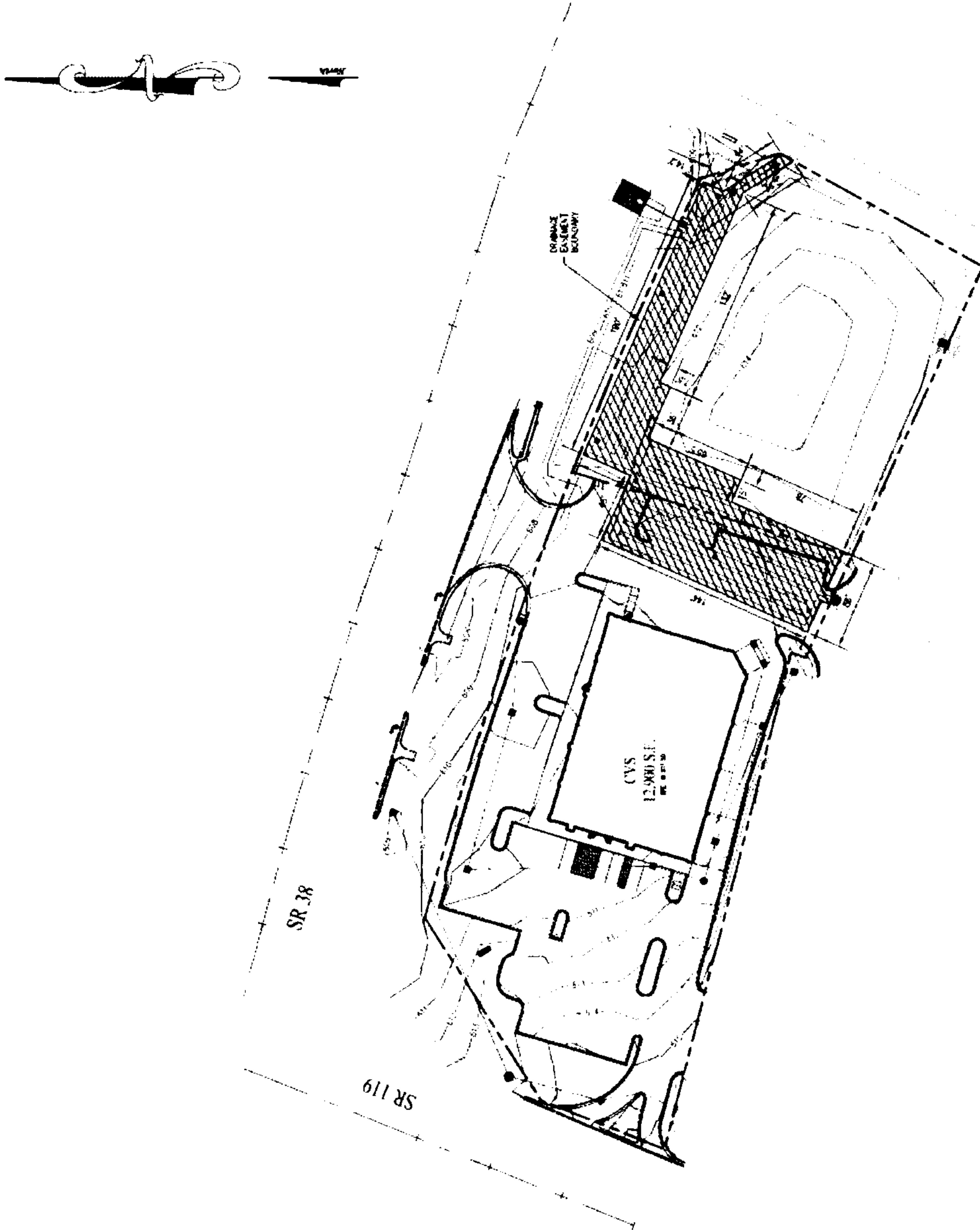
This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205

**EXHIBIT "C"**  
**TO**  
**DECLARATION**  
**OF**  
**EASEMENTS, COVENANTS AND RESTRICTIONS**  
**THE DRAINAGE EASEMENT AND DRAINAGE FACILITIES**

[see following page]



This Instrument prepared by:  
S. Carl Friedsam  
Martin & Drought, P.C.  
2500 Bank of America Plaza  
San Antonio, Texas 78205



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**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

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