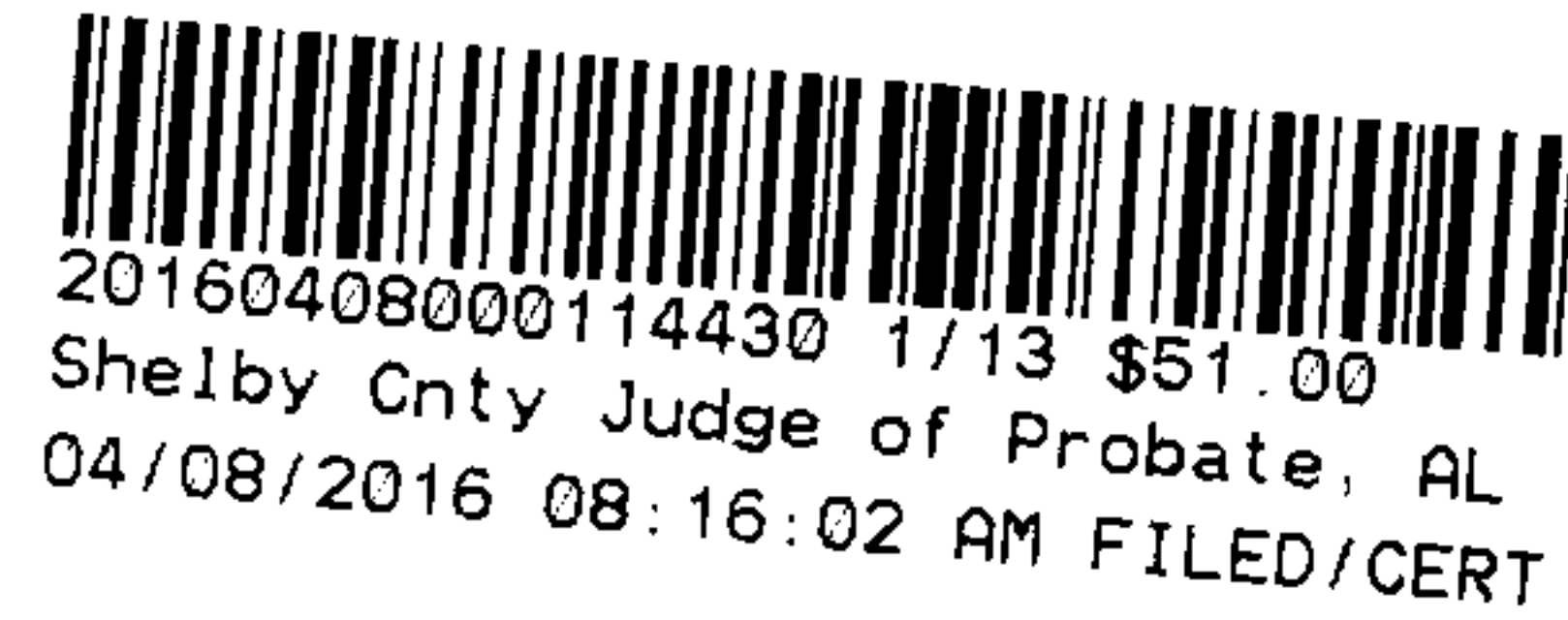


This instrument was prepared by:

Lorrie Maples Parker, Esquire
The Parker Law Firm, LLC
500 Office Park Drive Suite 100
Birmingham, Alabama 35223



DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION is entered this 15th day of April, 2016, by the Lot Owners described below. Capitalized terms are defined below.

ARTICLE I

Definitions

The following words when used herein shall have the following meanings:

1.1 **"Beneficiaries"** shall refer to Lot Owners, any tenant, or occupant of the Lots, and to the employees, invitees, customers, suppliers, sublessees, representatives, heirs, successors, and assigns of Lot Owners and any such tenant or occupant.

1.2 **"Easement Area(s)"** shall mean (a) that the ingress egress easement identified on the Plat Map as "30' easement for ingress egress and utilities to serve Lots 1 and 3"; and (b) that 50' foot private drive easement identified on the Plat Map as "50' private drive easement to serve Lots 1 through 4 exclusive" both of which are further identified by the shaded area on Exhibit "B". The term "Easement Areas" shall also refer to all such improvements and facilities located in such Easement Areas.

1.3 **"Default Rate"** shall mean the higher of (a) twelve percent (12%) per annum, or (b) two percent (2%) in excess of the prime rate of interest as published in the Wall Street Journal, as the same may fluctuate from time to time.

1.4 **"Development"** shall mean the legal description of the Development and each component Lot is set forth on the Site Plan.

1.5 **"Improvements"** shall refer to any paving, landscaping, and other improvements on the Easement Area.

1.6 **"Lot" or "Lots"** shall refer to any parcel or parcels comprising the Development as shown on the Plat Map. At this date, there are four (4) lots in the Development. If any lots are combined by resubdivision, then, for purposes of this Declaration, the Owner of the combined lot shall have a number of votes (for voting on matters as provided herein) equal to the number of lots owned prior to combination by resubdivision.

1.7 **"Lot Owner" or "Lot Owners"** shall refer collectively and severally to the owner of any Lot and to any successors or assigns thereof.

1.8 **"Pro Rata Share"** the term "Pro Rata Share" shall refer to a fraction, the numerator of which is one (1), and the denominator of which is the number of Lots in the Development exclusive of Lot 2.

1.9 **"Recorded Plat Map"** shall refer to the plat map for the Development recorded in the Office of the Judge of Probate of Shelby County, Alabama at Map Book 44, Page 49, a copy of which is attached hereto as Exhibit "A".

1.10 **"Dominant Lot Owner" or "Dominant Lot Owners"** shall refer collectively and severally to the owner of any of Lots 1, 3 and 4 and to any successors or assigns thereof.

ARTICLE II

Recitals

1. Helena Properties, LLC is the owner of Lots 1, 2 and 3 in the Development as more specifically identified on the Plat Map.

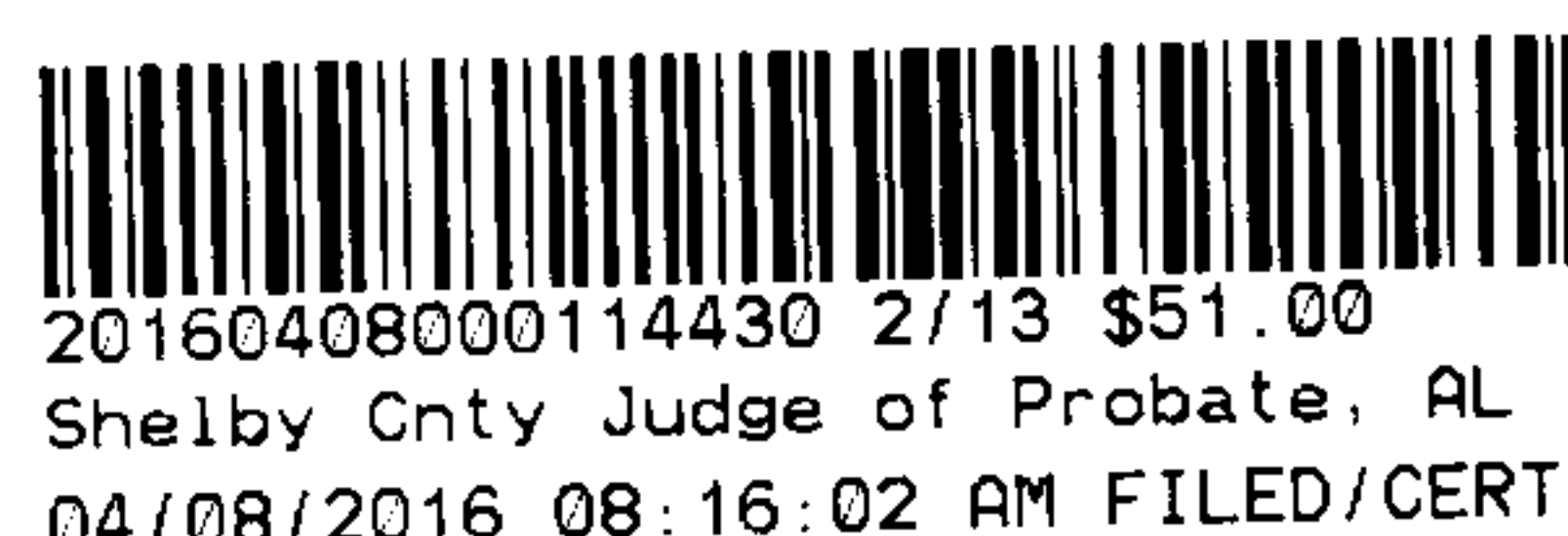
2. STS Properties, LLC is the owner of Lot 4 of the Development as more specifically identified on the Plat Map.

3. The Plat Map depicts an easement which, as provided for therein, is for the purpose of ingress and egress to the Lots ("Easement") and is more specifically identified by the shaded area on the Plat Map attached hereto as Exhibit "B."

4. The Lot Owners desire to establish a general plan for the usage and, maintenance, of the Easement for the mutual benefit of Lot Owners.

5. To induce purchasers to purchase the Lots, Lot Owners wish to impose the restrictions, covenants and Easement as mutual, equitable servitudes, in favor of all Lot Owners.

6. The Lots shall be sold, conveyed, mortgaged, and leased by all Lot Owners subject to this Easement and the several Lot Owners, mortgagees, and all persons acquiring any interest now or hereafter in any Lot, shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, burdens, uses, and privileges hereinafter set forth.



NOW THEREFORE, in order to establish and preserve such general plan, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each Lot Owner does hereby declare that the following rights, easements, covenants, burdens, uses, and privileges (referred to collectively as "Easements") shall and do exist at all times hereafter among the several Owners, mortgagees, and all other persons acquiring any interest now or hereafter in any Lot, in the manner and to the extent herein set forth.

ARTICLE III

Easements and Construction Obligations

3.1. **Construction in Easement Area.** The Entrance Area together with the Improvements thereon shall constitute an easement appurtenant to all Lots for pedestrian and vehicular ingress and egress to and for each Dominant Lot. Upon the majority vote of the Dominant Lot Owners, one or more of the Dominant Lot Owners may, in accordance with the plans and specifications approved by the majority of the Dominant Lot Owners, construct such Improvements or make such replacements, repairs, or maintenance work as approved by the majority of the Dominant Lot Owners. All such Improvements, replacement, repairs, maintenance or other work to be performed in the Easement Area shall be conducted by a licensed and insured contractor with insurance provided to the Lot Owner of the Lot on which such portion of the Easement Area is to have such Improvements, replacement, repairs, or maintenance performed.

3.2. **Maintenance of Easement Area.** Subsequent to the construction of any Improvements on the Easement Area:

(a) At all times during the term of this Declaration, (i) each Lot Owner shall keep and maintain such portion of the Easement Area which is located in the Lot Owner's Lot(s) and Improvements thereon free from obstruction and in a clean and sightly condition, removing all papers, mud and sand, debris, filth and refuse to keep the area in a clean and orderly condition, and (ii) the Dominant Lot Owners shall maintain the paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability.

(b) If any Lot Owner fails to comply with any of its obligations under subparagraph (a) above, and any such failure continues for ten (10) days after the date of a notice from the other party demanding such compliance, then the party sending the notice shall have the right to perform, at the expense of the other party, such as may be necessary to effect such compliance. Upon the completion of such work, the performing party shall have the right to be reimbursed by the other party for all expenses it has incurred in connection with such work within ten (10) days of the date of a written statement setting forth all such expenses. The outstanding balance of such statement shall accrue interest at the Default Rate from and after the expiration of such ten (10) day period. The rights herein shall be in addition to those specified below in event of default under this Declaration.

3.3. **Cost Contributions.** Each Dominant Lot Owner shall pay such Dominant Lot Owner's Pro Rata Share of the following costs ("Operating Costs"): the total costs incurred in installing, constructing, operating, maintaining, lighting, landscaping, insuring, cleaning, and repairing the Easement Area.

3.4. **Buildings/Parking.** No detached storage buildings or temporary buildings may be located on the Easement Area. No parking shall be allowed on the Easement Area.

3.5. **Relationship of Lot Owners.** Nothing contained in this Declaration shall be construed to make the parties hereto partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Declaration.

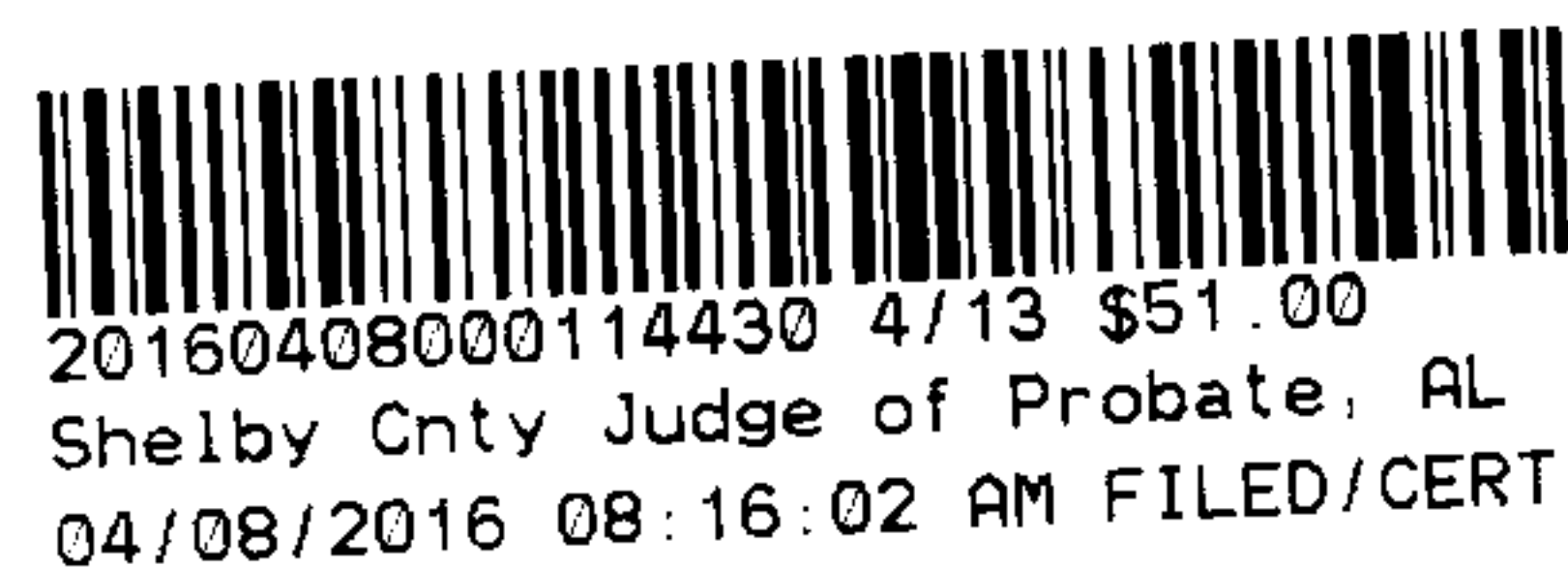
3.6. **Access.** At all times free access into, upon, over and across the Easement Area, shall exist, shall not be impeded, and will be maintained by each Lot Owner.

3.7. **Encroachment Easement.** Each Dominant Lot Owner shall have a non-exclusive perpetual easement for temporary encroachment of Improvements or pavement over any common boundary line between any Lot onto another Lot, which arise out of, or are necessitated by, normal construction deviations and tolerances; provided, however, that prior to any construction activities which will encroach on the line or onto another Lot Owner's Lot, the party causing such construction shall provide certificates of insurance, both liability (naming the Lot Owner of the Lot encroached upon) and evidence of worker's compensation, the encroaching party shall restore in a timely manner the Lot encroached upon to its condition prior to the encroachment, and no such encroachment or construction activities shall interfere with the use or operation by a Lot Owner of its Lot.

3.8. **Reciprocal Easements.** Lot Owners do hereby establish, give, grant, bargain, sell, and create, for the benefit of the each Dominant Lot Owner, joint, mutual, nonexclusive easements, appurtenant to the Easement Area, for the purposes of (a) use of the ingress and egress, and (b) drainage of surface waters from the Easement Area; and (c) the installation, maintenance, removal, and replacement of each of the improvements to the Easement Area. The easements herein created shall be covenants that run with the land and shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

3.9. **Indemnification.** Each Lot Owner hereby indemnifies and saves the other Lot Owners harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments (including, without limitation, attorney's fees and court costs) ("Liabilities") arising from acts or omissions of such Lot Owner on its Lot; except that if any such Liabilities was caused by the act or neglect of a party hereto or such party is otherwise liable therefor, then that party shall not be protected or held harmless by this indemnity.

3.10. **Taxes.** Each Lot Owner hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments (including those taxed or assessed for improvements in the Easement Area located within the Lot owned by a Lot Owner) which are levied against the Lot owned by each Lot Owner.



ARTICLE IV

Miscellaneous

4.1. **Successors.** The rights, obligations and easements provided for herein shall run with the land and shall constitute a use for reciprocal benefits to and burdens upon the Lot. The rights, obligations and easements provided for herein shall inure to the benefit of and be binding upon the Lot Owners of each Lot and the successors, assigns, heirs and representatives of each of the same, and the Lot Owners and the successors, assigns, heirs and representatives of each Owner, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Lots or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

4.2. **Remedies.** (a) The agreement and undertakings set forth herein shall be enforceable by each of the Lot Owners, by action for specific performance and/or damages, it being agreed that an action for damages would not be an adequate remedy for breach of this Declaration. If any Lot Owner fails to perform such Lot Owner's obligations hereunder, in addition to any other remedy provided by law, any Lot Owner shall have the right to perform such obligations on behalf of the defaulting party and such defaulting party shall be liable for any and all expenses incurred in connection therewith, together with interest equal to the Default Rate specified above.

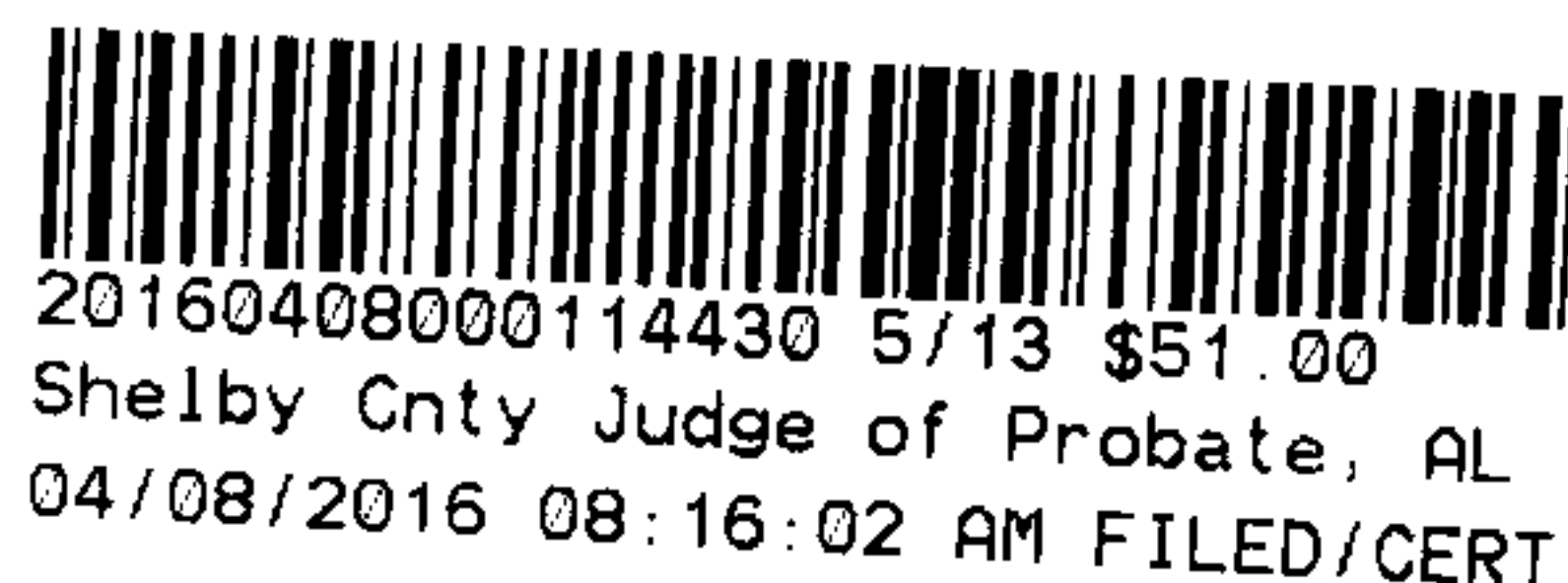
(b) Without limiting the foregoing, if any Lot Owner ("defaulting Lot Owner") fails to pay when due any amounts owed by any such Lot Owner under this Declaration, or shall otherwise fail to perform any of such Lot Owner's agreements or obligations hereunder within ten (10) days of written notice to such Lot Owner, the other Lot Owner(s) ("enforcing Lot Owner", whether one or more) shall have all rights and remedies to enforce said collection or performance as shall be provided or permitted by law from time to time including, without limitation, the right to invoke one or more of the following remedies:

(1) Institute suit against the defaulting Lot Owner to enforce collection of the amounts owed to enforcing Lot Owner pursuant hereto, together with interest thereon at the Default Rate, court costs and attorneys' fees;

(2) Record against title to the Lot a notice of lien which shall constitute a lien in favor of the enforcing Lot Owner on the interest of such defaulting Lot Owner and which may be foreclosed by the enforcing Lot Owner in proceedings in the nature of a foreclosure, with all of the rights and remedies afforded by the laws of the State to secured creditors in such proceedings, provided however, that any liens shall be subordinate to any first mortgage upon the Lot;

(3) Institute suit to the extent permitted by law to compel compliance with the terms and conditions of this Declaration or seek to enjoin any violation or any threatened violation of the terms of this Declaration;

(4) Set-off any such amounts due from such defaulting Lot Owner to the enforcing Lot Owner against any amounts due from the enforcing Lot Owner to such defaulting Lot Owner; and



(5) If no emergency exists, to perform the same after giving the ten (10) days' notice to such defaulting Lot Owner, and in any emergency situation, to perform the same immediately without notice or delay. For the purpose of rectifying such Lot Owner's defaults as aforesaid, the enforcing Lot Owner(s) shall have the right to enter the Lot to extent reasonably necessary to rectify such default. Such enforcing Lot Owner shall on demand reimburse any other Lot Owner for the costs and expenses incurred by that Lot Owner in rectifying such Lot Owner's defaults as aforesaid, including reasonable attorneys' fees.

4.3. **Waivers.** No delay or omission in exercising any right accruing under the provisions of this Declaration shall impair any such right or be construed to be a waiver thereof. A waiver by any Lot Owner of any of the covenants, conditions or agreements hereof (which shall not be effective unless in a writing executed by such Lot Owner addressing such a waiver) shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

4.4. **Remedies Cumulative.** All rights, privileges and remedies afforded the parties by this Declaration shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege found herein.

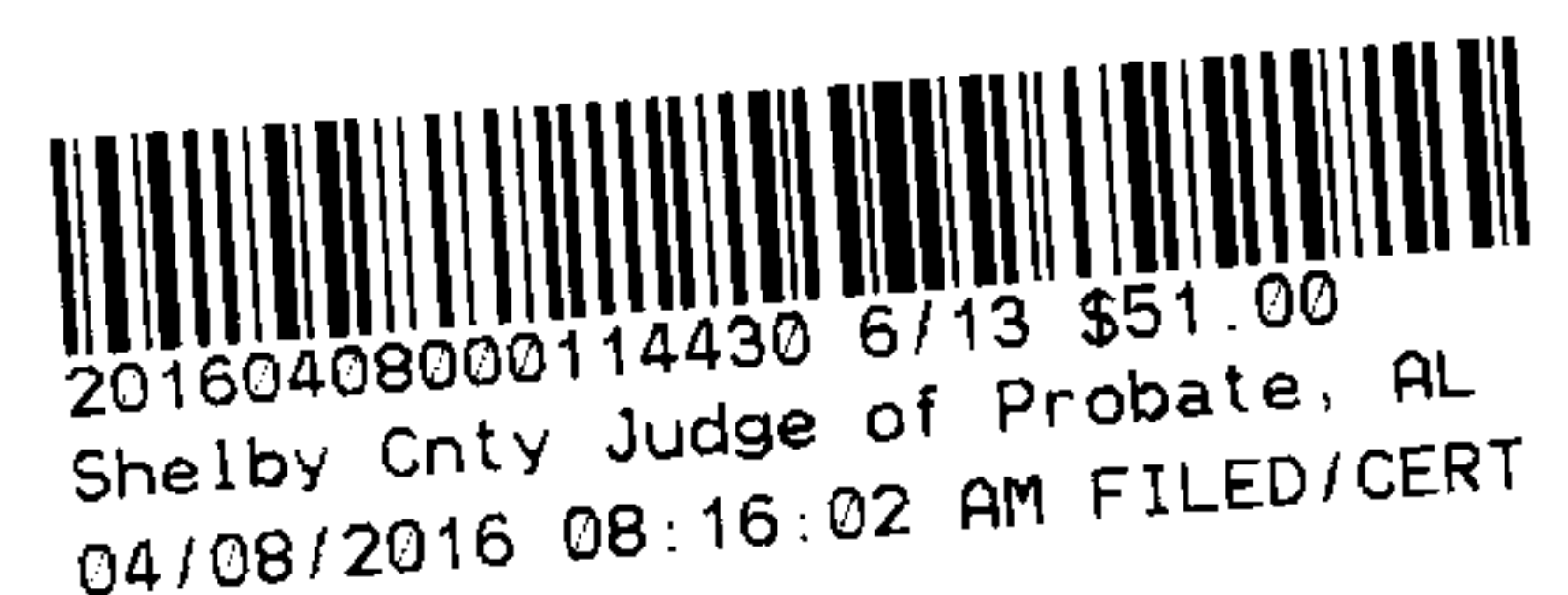
4.5. **Partial Invalidity.** If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

4.6. **Captions.** The captions of the paragraphs of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition. The language in all parts of this Declaration shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of this Declaration by any Lot Owner.

4.7. **Notices.** All notices or communications ("Notices") to be given under or pursuant to this Declaration shall be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by overnight delivery. If sent by overnight delivery the Notice shall be deemed to have been received one (1) day after the date of mailing. The addresses of the parties to which such Notices are to be addressed will be those as provided herein, and until further notice as follows:

If to Helena Properties, LLC:

Helena Properties, LLC
Attn: Mike Hardin
1121 Alderman Drive
Suite 101
Alpharetta, GA 30005



If to STS Properties, LLC:

STS Properties, LLC
Attn: Mike Hill
2136 Viking Circle
Birmingham, AL 35216

As Lot Owners other than the current Lot Owners obtain an interest in any Lot, subject to the terms and conditions of this Declaration, each Lot Owner shall advise the current Lot Owners of the name and address of the party to receive notice as provided herein.


4.8. **Attorneys' Fees.** If any Lot Owner files any action or brings any proceeding against the other arising out of this Declaration, or is made a party to any action or proceeding brought by a third party arising out of this Declaration, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment.

4.9. **No Benefit.** This instrument is not intended to and does not dedicate any portions of the Development to any Beneficiary, the general public, or create any rights for the general public or for any Beneficiary (other than Lot Owners). No Beneficiary (other than Lot Owners) shall have any rights or remedies hereunder, notwithstanding any provision to the contrary herein.

4.10. **Estoppel Certificates.** Upon the request of any Lot Owner, any other Lot Owner shall execute and deliver, within ten days after receipt of such request, a certificate certifying that there are no known defaults on the part of any party to this agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no set-offs or defenses to the enforcement of the terms of this Declaration, or if there are, specifying the particulars of such set-offs or defenses.

4.11. **Duration/Amendment.** These Easements shall be perpetual and shall be covenants that run with the land and shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. These Easements may be extended, abrogated, modified, or otherwise changed in whole or in part with the unanimous written consent of all Owners. No consent from any other person shall be required for any such amendment.

4.12. **Protection to Mortgagees.** No violation or breach or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage taken in good faith and for value and perfected by recording in the appropriate office, prior to the time of recording in said office of any instrument describing the Lot and listing the name or names of the Lot Owners or Owners thereof and giving notice of such violation, breach or failure to comply; however, any purchaser on foreclosure or person accepting a deed in lieu thereof shall take title to such property subject to the terms of this Declaration.


20160408000114430 7/13 \$51.00
Shelby Cnty Judge of Probate, AL
04/08/2016 08:16:02 AM FILED/CERT

IN WITNESS WHEREOF, the Lot Owners have hereunto affixed its hand and seal the day and year first above written.

"LOT OWNERS"

HELENA PROPERTIES, LLC, a Georgia
Limited Liability Company

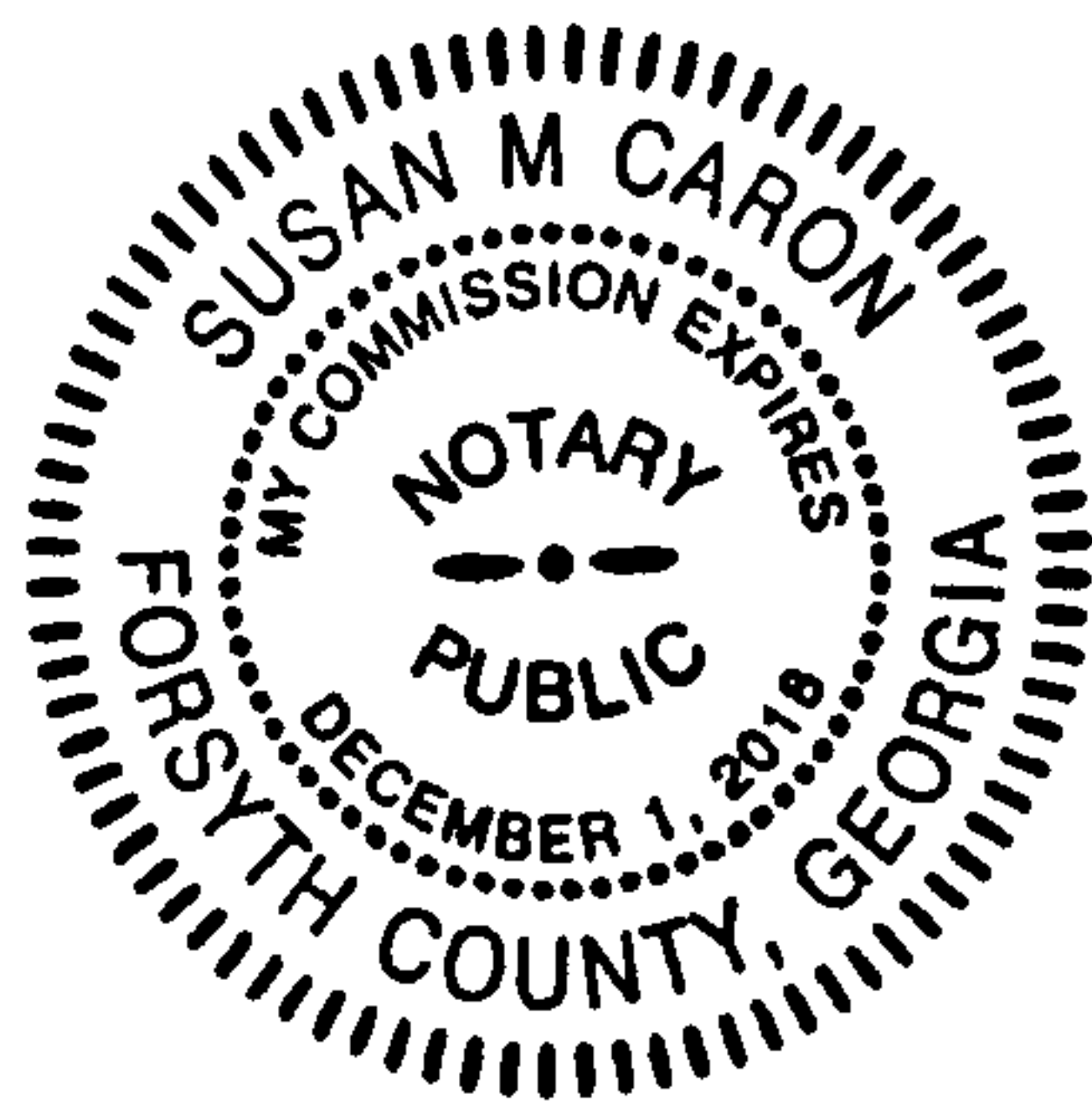
Michael A. Hardin

BY: MICHAEL A. HARDIN
ITS: MANAGER

STATE OF Georgia)
COUNTY Fulton)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael A. Hardin, whose name as Manager of Helena Properties, LLC 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given my hand and official seal this 1st day of ~~March~~ April, 2016.



Susan M. Caron

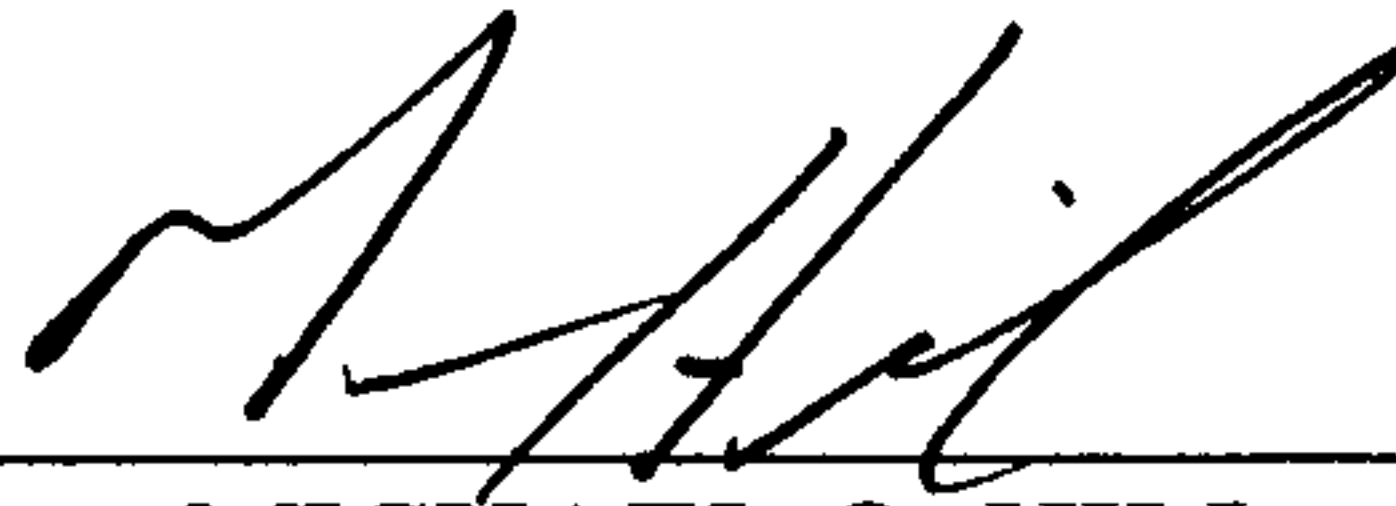
Notary Public

My commission expires: December 1, 2018



20160408000114430 8/13 \$51.00
Shelby Cnty Judge of Probate, AL
04/08/2016 08:16:02 AM FILED/CERT

STS PROPERTIES, LLC, an Alabama
Limited Liability Company

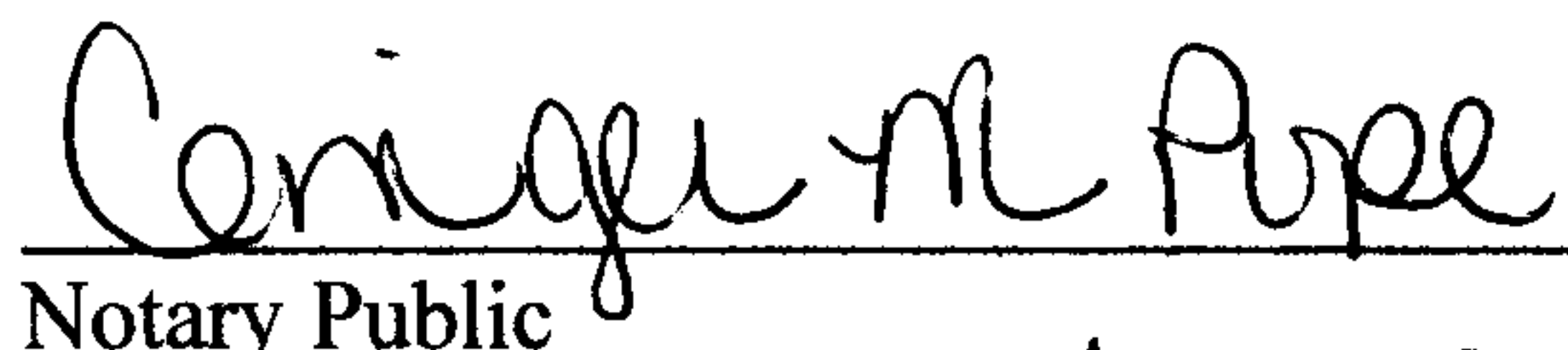


BY: MICHAEL O. HILL
ITS: AUTHORIZED MEMBER

STATE OF ALABAMA)
COUNTY Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael O. Hill, whose name as Authorized Member of STS Properties, LLC, 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 Authorized Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given my hand and official seal this 5th day of April, 2016.




Notary Public

My commission expires: 7-22-2018

20160408000114430 9/13 \$51.00
Shelby Cnty Judge of Probate, AL
04/08/2016 08:16:02 AM FILED/CERT

Exhibit "A"
Recorded Plat Map

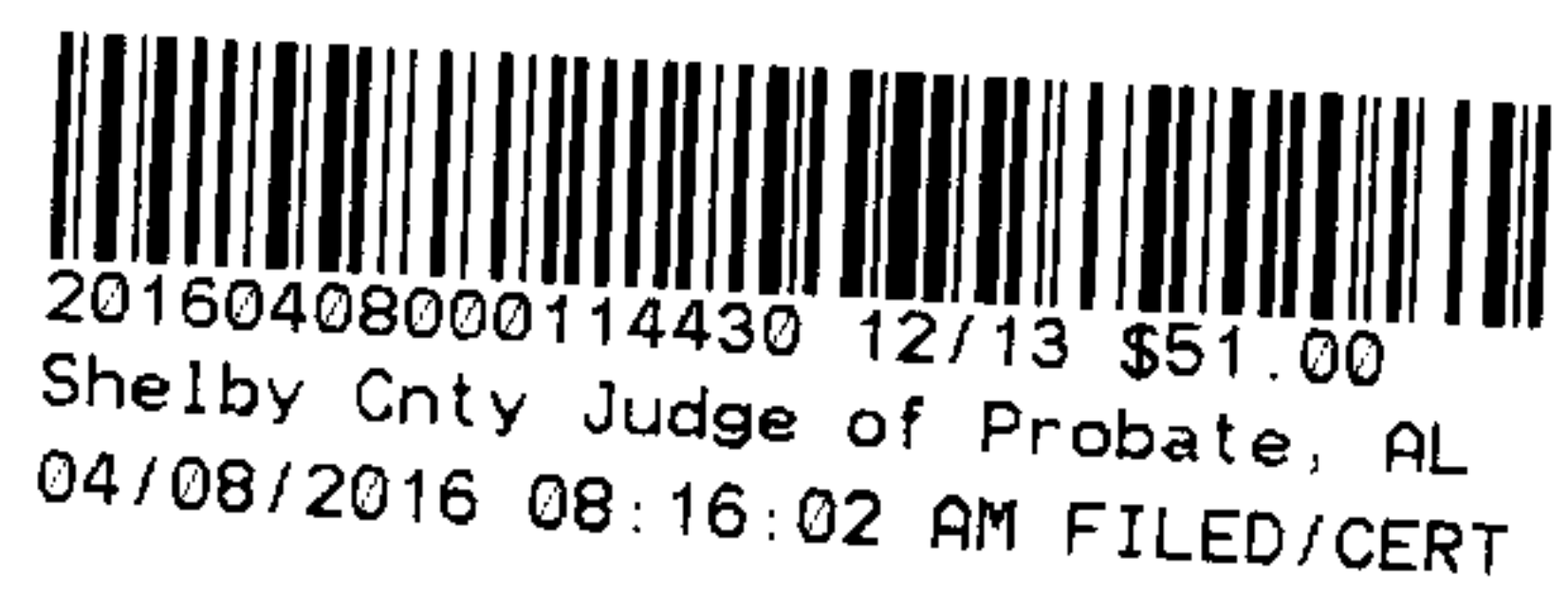
Attached


20160408000114430 10/13 \$51.00
Shelby Cnty Judge of Probate, AL
04/08/2016 08:16:02 AM FILED/CERT

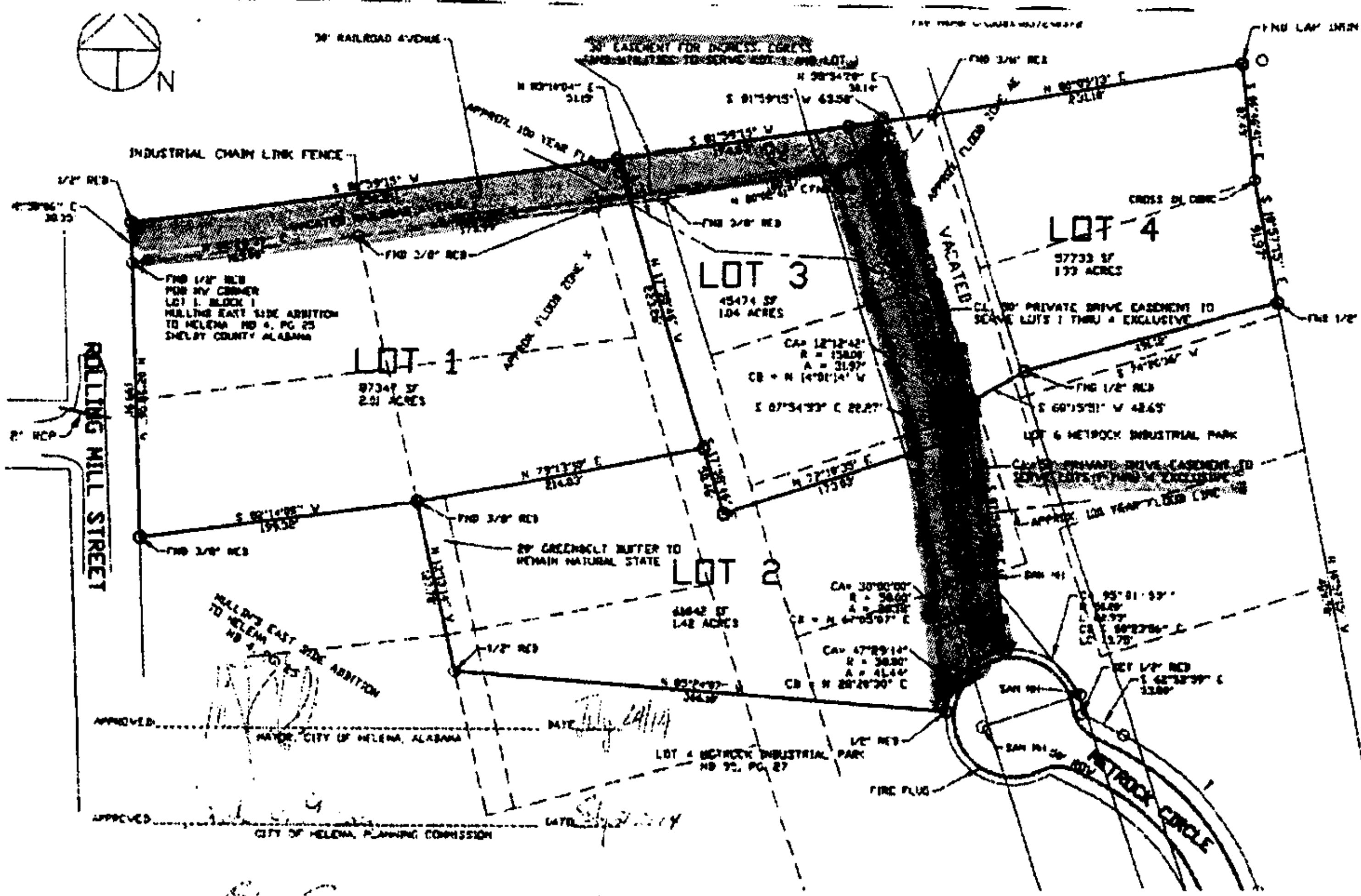
Shelby County, AL 04/08/2016
State of Alabama
Deed Tax:\$1.00

Exhibit "B"
Plat Map identifying Easement

Attached



Map Book 44 Page 49



A RESURVEY OF MULLIN'S EAST SIDE ADDITION HELENA, ALABAMA

AS RECORDED IN MAPBOOK 4, PAGE 25 IN THE JUDGE OF PROBATE OFFICE, SHELBY COUNTY ALABAMA

File Name: ch3061456144816.dwg

Scale 1" = 60'

DATED MAY, 2014

OWNER: HELENA PROPERTIES, LLC
1101 ALABAMA DR., SUITE 101
ALBUQUERQUE, NM 87102
ATTN: MIKE HARRING
770 629-0546

MAP PREPARED BY:
S. H. ALLEN, PLS 12544
PO BOX 1190
PELHAM, AL 35184
205 643-4251

ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES AND MAY BE USED FOR SUCH PURPOSES TO SERVE THE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION.

THE CITY OF HELENA IS NOT RESPONSIBLE FOR THE CONSTRUCTION AND/OR MAINTENANCE OF ANY EASEMENTS OUTSIDE THE RIGHT OF WAY.

NO TRUCK TRAFFIC INGRESS AND EGRESS ACCESS FROM ROLLING HILL STREET TO ANY LOTS IN THIS SUBDIVISION. ALL TRUCK TRAFFIC TO ACCESS ALL LOTS WITHIN THIS SUBDIVISION FROM METROCK CIRCLE.

CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING A BUILDING SITE ON EACH LOT FREE OF DRAINAGE PROBLEMS.

NO FURTHER SUBDIVISION OF ANY LOT SHOWN HEREON SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE CITY OF HELENA PLANNING AND ZONING COMMISSION.

THIS PROPERTY IS SITUATED IN FLOOD ZONES VAE & V; ACCORDING TO FEDERAL INSURANCE RATE MAP OF SHELBY COUNTY, ALABAMA, COMMUNITY PANEL NO. 0117C002E EFFECTIVE DATE 02-20-2013.

BUILDER SHOULD HAVE POSSESSION OF ALL REQUIRED MPDES PERMITS PRIOR TO BEGINNING ANY CONSTRUCTION. THE BUILDER IS RESPONSIBLE FOR INSTALLING AND MAINTAINING ANY AND ALL PROPOSED EROSION CONTROL MEASURES OR DEVICES, IF REQUIRED.

THE SUBDIVISION THUNDER ASSOCIATION SHALL BE RESPONSIBLE FOR THE UPGRADE AND MAINTENANCE OF THE DRIVEWAY WITHIN THE 50' EASEMENT SHOWN.

PHASE II: STORMWATER, 3-1-10 REQUIRE ALL CONSTRUCTION SITES 1 ACRE OR LARGER TO OBTAIN A MPDES PERMIT BEFORE ANY CONSTRUCTION BEGINS.

20160408000114430 13/13 \$51.00
Shelby County Judge of Probate, AL
04/08/2016 08:16:02 AM FILED/CERT



STATE OF ALABAMA
SHELBY COUNTY

THE UNDERSIGNED, STEVEN H. MULLIN, REGISTERED LAND SURVEYOR, STATE OF ALABAMA, AND HERETOFOR, CERTIFY THAT THIS MAP OR MAPS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A TRUE AND CORRECT MAP OF LAND SHOWING THEREON AND KNOWN AS OR TO BE KNOWN AS A RESURVEY OF MULLIN'S EAST SIDE ADDITION TO HELENA, ALABAMA, SHOWING SUBDIVISION INTO WHICH IT IS PROPOSED TO DIVIDE SAID LAND, GIVING THE LENGTH AND THE WIDTHS OF THE BOUNDARIES OF EACH LOT AND ITS REMAIN, SHOWING THE STREETS, ALLEYS, AND PUBLIC GROUNDS, GIVING THE LENGTH, WIDTH, AND AREA OF EACH STREET, AS WELL AS THE NUMBER OF EACH LOT AND BLOCK, ALSO SHOWING THE RELATIONS OF THE LINES TO THE GOVERNMENT SURVEY, AND THAT WHEN THIS MAP IS BEING INSTALLED AT ALL LOT CORNERS AND CURVE POINTS AS SHOWN AND DESIGNATED BY SMALL OPEN CIRCLES ON SAID MAP OR MAPS, SAID CORNERS FURTHER CERTIFY THAT THEY ARE THE OWNERS OF SAID PROPERTY AND THAT THE SAME IS NOT SUBJECT TO ANY MORTGAGE EXCEPT AS SHOWN.

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

BY: Steven H. Mullin DATED: May 2, 2014 My Commission Expires: June 22, 2014
Surveyor, Reg. No. 2294

STATE OF ALABAMA
COUNTY OF SHELBY

I, Steven H. Mullin, the undersigned, as Surveyor Public in and for said County in said State, hereby certify that upon this day, May 2, 2014, I have signed to the foregoing instrument as owner, who is known to me, acknowledged before me, on this date that, after being duly informed of the contents of the foregoing instrument, executed same voluntarily as such individual with full authority thereof on the day same bears date.

Given under my hand and seal this 2nd day of May, 2014.

BY: Steven H. Mullin My Commission Expires: June 22, 2014
Surveyor Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, Steven H. Mullin, the undersigned, as Surveyor Public in and for said County in said State, hereby certify that upon this day, May 2, 2014, I have signed to the foregoing instrument as owner, who is known to me, acknowledged before me, on this date that, after being duly informed of the contents of the foregoing instrument, executed same voluntarily as such individual with full authority thereof on the day same bears date.

Given under my hand and seal this 2nd day of May, 2014.

BY: Steven H. Mullin My Commission Expires: June 22, 2014
Surveyor Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, Steven H. Mullin, the undersigned, as Surveyor Public in and for said County in said State, hereby certify that upon this day, May 2, 2014, I have signed to the foregoing instrument as owner, who is known to me, acknowledged before me, on this date that, after being duly informed of the contents of the foregoing instrument, executed same voluntarily as such individual with full authority thereof on the day same bears date.

Given under my hand and seal this 2nd day of May, 2014.

BY: Steven H. Mullin My Commission Expires: June 22, 2014
Surveyor Public

STATE OF ALABAMA
COUNTY OF SHELBY

I, Steven H. Mullin, the undersigned, as Surveyor Public in and for said County in said State, hereby certify that upon this day, May 2, 2014, I have signed to the foregoing instrument as owner, who is known to me, acknowledged before me, on this date that, after being duly informed of the contents of the foregoing instrument, executed same voluntarily as such individual with full authority thereof on the day same bears date.

Given under my hand and seal this 2nd day of May, 2014.

BY: Steven H. Mullin My Commission Expires: June 22, 2014
Surveyor Public