



DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA
LEE COUNTY

CAMELOT SUBDIVISION-FIRST ADDITION
LOTS 42, 43 AND 66-100

KNOW ALL MEN BY THESE PRESENT, that:

WHEREAS, Scott Land Co., Inc., an Alabama General Partnership, Did heretofore cause a tract of land situated in Opellka, Lee County, Alabama, to be subdivided into lots and did have a survey and plat and showing the location of said lots and the boundaries thereof as well as the public streets and public ways, which said plot of survey was duly certified by Mark Miller of Boles Engineering, Inc., registered surveyors, Certificate number 18677, which has heretofore been filed of record in the Office of the Judge of Probate of Lee County, Alabama, said plat of said Subdivision being entitled "Camelot Subdivision First Addition" which appears of record in Town Plat Book _____ at Page _____ I the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Scott Land Co., Inc., the owner of said property, desires to place certain protective restrictions hereinafter set forth (herein collectively referred to as "restrictions") upon said property, and the future use thereof, to protect the owner of each lot against such improper use of surrounding lots as will depreciate the value of his property, to preserve, insofar as practicable, the natural beauty of such lots, to insure the erection thereon of attractive, well designed, properly proportioned, and appropriate homes and other structures constructed of proper and suitable materials, with appropriate locations of such homes and other structures on the lots, to insure proper setbacks from streets and lot lines, to provide adequate tree space between structures, and, in general, to assure the best use and most appropriate development and improvement of the subdivision and of each lot therein, and that said restrictions, conditions and limitations shall attach to and run with the land for the purpose of and to the end that said subdivision shall be and continue to be an uncongested, healthful and desirable place in which to maintain places of residence.

NOW, THEREFORE, the said Scott Land Co., Inc., an Alabama General Partnership, does hereby proclaim, publish and declare that all of said lots are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Scott Land Co., Inc. and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions. The restrictions. The restrictions contained herein shall apply to lots 42, 43 and 66-100 of Camelot Subdivision-First Addition as shown on map or plat of said subdivision of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book _____ at Page _____, and shall not apply to any other land owned or that might become owned by Scott Land Co., Inc. even though such land may be contiguous to the land described above and as shown by said recorded plat of said subdivision.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

SECTION 1.1 The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all the other lots therein, to create reciprocal rights between the respective owners of said lots; and to create a privity of contract and estate between the grantees of said lots, their heirs, legal representatives, successors and assigns.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE AND REQUIREMENTS OF CONSTRUCTION

SECTION 2.1 CONCEPT. It is intended that the Subdivision development will be a residential community of high esteem and of first class quality in homes in a delightful environment.

2.2 ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee (hereinafter referred to as the "Committee") shall be composed of not less than three (3) members at all times. Scott Land Co., Inc. reserves the right to appoint the initial and successor members of the Committee until such time as they elect to relinquish control to the owners of lots in said subdivision. After terminating control of the Committee by Scott Land Co., Inc., the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to the covenant. A majority of the Committee may designate one or more representatives to act for it.

THE PRIMARY DUTY OF THE COMMITTEE shall be to examine and approve or disapprove all plans, including site plans, for construction of improvements on lots within the subdivision in accordance with the provisions of these covenants. The Committee shall have such other responsibilities, duties and authority as provided for, but the Committee shall not have any responsibility, duty or power not expressly provided for herein.

2.3 PLAN APPROVAL. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a letter of approval of the Committee, a copy of which must be signed by the Builder, or Owner and returned to the Committee for retention.

2.4 REVIEW DOCUMENTS. One set of prints of the drawings and specifications (hereinafter referred to as "Plans") for each house or other structure 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 general office of Scott Land Co., Inc. at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

2.4.1 ALL PLANS FOR STRUCTURES shall be not less than 1/8 inch equals 1 foot scale.

2.4.2 ALL PLANS MUST TAKE into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

2.4.3 ALL PLANS MUST STATE the elevations of all sides of the proposed structure as such sides shall exist after finished grading has been accomplished.

2.4.4 THE FOUNDATION AND FLOOR PLAN(S) shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

2.4.5 THE SITE PLAN SHALL SHOW all outlines, setbacks, all trees over six inches in diameter as measured two feet above ground and the species thereof, drives, fences, and underground trench locations at a scale of one inch equals twenty feet. No trees except diseased or damaged trees, may be cut or removed until the plan and siting are approved.

2.4.6 ALL PLANS MUST INCLUDE a summary specifications list of proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar.

2.4.6a Roof Pitches and front elevations must be approved by the Architectural Control Committee.

AFTER THE PLAN FOR THE STRUCTURE IS APPROVED, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. "NO TREE MAY BE CUT OR REMOVED OTHER THAN THAT REQUIRED FOR NECESSARY STAKING UNTIL BOTH THE PLAN AND THE SITING ARE APPROVED BY THE COMMITTEE."

2.5 DESIGN CRITERIA, STRUCTURE.

2.5.1 EXTERIOR MATERIAL. It is the intent of this development to maintain itself with as many natural surfaces and textures as possible. The following exterior materials, among other, are acceptable:

- (a) Brick in natural earth tones.
- (b) Vertical or horizontal wood siding, stained or bleached.
- (c) Stone.
- (d) Wood shakes, or natural colored asphalt shingles or slate siding.
- (e) Stucco or Dri-Vit, in limited quantities, in natural earth tones paint.
- (f) Vinyl siding on soffits and in gables only.

In intent, the criteria flows upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevation.

2.5.1a No aluminum windows permitted. Solid vinyl windows must be approved by the Architectural Control Committee. Windows must be primed wood windows or metal clad wood or vinyl clad.

2.5.2 OPENINGS OF GARAGES should not be visible from the street. In cases where it is unavoidable and openings of garages are visible or partially visible from a street, garage doors shall be installed. This does not include carports.

2.5.3 NO WINDOW AIR CONDITIONER shall be installed on the front or side of a residence.

2.5.4 UNDERGROUND ELECTRICAL DISTRIBUTION is the intent of this development and no overhead electrical wiring shall be permitted, unless approved by the Architectural Control Committee.

2.5.5 ALL OUTSIDE RADIO AND TELEVISION ANTENNAS shall be installed in such a way as not to be esthetically offensive from the main road and shall be placed on the back side of the roof or the back side of the chimney.

2.5.6 NO SATELLITE DISHES WITHOUT APPROVAL OF Architectural Committee.

2.5.7 NO OUTSIDE SECURITY LIGHTS such as Mercury Vapor or any type control by light sensor that would remain on all night.

2.5.8 SWIMMING POOLS will be permitted. However, fencing of swimming pool areas must be within achieved set-back lines.

2.5.9 NO CEMENT BLOCKS may be used in buildings or retaining walls unless covered by brick veneer or stucco.

2.5.10 FOUNDATIONS AND FLOOR SYSTEMS. Floor systems with crawl space is preferred, however, a floor system involving stem wall backfilled with sand and some times referred to as structural slabs may

be used when approved by the Committee. Monolithic slabs will not be permitted.

2.5.11 DUST ABATEMENT AND EROSION CONTROL measures shall be provided by the contractor or owner in all stages of construction.

2.5.12 DRIVEWAY AND WALKWAYS. Where possible, concrete, brick or stone curved walkways are encouraged. Curved driveways are preferred and the driveway surface must be approved by the Committee.

2.5.13 ALL MAILBOXES shall be designed and located in accordance with the overall architectural scheme of the residency, and must meet requirements of the United States Postal Service.

2.5.14 DURING THE CONSTRUCTION, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building lot where the construction is under way so as to not unnecessarily damage trees.

2.5.15 ALL BUILDING DEBRIS, stumps, trees, etc., must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of Camelot Subdivision or contiguous land controlled by Scott Land Co., Inc.

2.5.16 DURING CONSTRUCTION, builder must keep homes and garages clean and yards cut.

2.5.17 LANDSCAPING AND GROUNDS MAINTENANCE. Plans for landscaping must be submitted to Committee for approval. Appropriate foundation plantings shall be planted and maintained around the front and sides of each dwelling, with a minimum of two shrubs per one hundred square feet of floor dwelling area, and all open yard areas from the curb at the street front to at least 25 feet to the rear of the dwelling that is not otherwise used as shrubbery beds shall be solidly sodded with a type grass compatible with local climatic conditions. All lots whether occupied or not shall be maintained in a neat, attractive and presentable condition at all times free of rubbish and undergrowth. Lot owners shall endeavor to preserve existing healthy trees and to maintain the natural wooded appearance of the lots. No substantial removal of trees not required in the construction of dwellings and apartment structures shall be made without written approval of the Committee.

2.5.18 FENCES. No chain link fences may be used. All fences, including fences for back yards and swimming pools, must be approved by the Committee prior to construction. Preferably wood or brick. Finished side of wood fences must face out from yard toward adjoining property. No fence shall encroach upon any utility easement.

2.5.19 SIGNS. There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been completed.

2.5.20 SURFACE WATER. Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

2.5.21 CLOTHES LINES. No outside clothes lines shall be permitted without proper screening or enclosure.

2.5.22 EXTERIOR LIQUID FUEL. No exterior above ground liquified fuel storage containers in excess of ten (10) gallons of any kind shall be permitted.

2.5.23 LOT CORNERS. No lot corner stakes may be removed and in the event that such are removed or destroyed either during construction of a dwelling or at any other time, it shall be the responsibility of the owner of the lot to have such restored by a licensed surveyor at the lot owner's expense. The failure of a lot owner to restore or replace such lot stakes in accordance with the final subdivision plat, shall authorize Scott Land Co., Inc, to have such work performed and to charge the expense thereof to the owner.

THE ARCHITECTURAL CONTROL COMMITTEE reserves the right to change, alter and add to the above regulations from time to time at its discretion.

2.6 DEFECTIVE PLAN AND SPECIFICATIONS. Neither the Committee nor any architect nor agent thereof nor Scott Land Co., Inc. shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

SECTION 3.1 RESIDENTIAL LOTS. All lots in the subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively and no lots shall be subdivided so as to reduce the size of the lot except that any lot may be subdivided so as to add the subdivided parts thereof to adjoining lots to create larger lots, such larger lots to be subject to these covenants. This shall not prohibit the construction of one residence upon two (2) or more lots.

3.2 DETACHED SINGLE FAMILY. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family residence not to exceed two (2) stories or twenty-one (21) feet front plate height, or on uphill lots, three (3) stories, or twenty-eight (28) feet front plate height, and a private garage for not more than three (3) cars.

3.3 TYPE AND SIZE OF DWELLING. Except as otherwise provide every dwelling building on any lot, exclusive of one story open porches, garages, carports and finished basements, shall each have not less than 2,500 square feet of floors space on the main floor, with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas, except that in two story dwellings of not less than 2,500 square feet of total floor space in habitable areas, the main floor requirement may be reduced to not less than 1,900 square feet of area exclusive of the non-habitable areas and in dwellings designed as "story and a half", the main floor area may be reduced to not less than 1,900 square feet of habitable area provided that the combined habitable space on both levels totals not less than 2,500 square feet of habitable floor space, and the dwellings designed as "split level" where the floor levels of habitable spaces are separated so that ground levels are in differing elevations, the main floor area requirements may be reduced to 1,900 square feet in the aggregate of two of such floor levels, so long as all habitable spaces have a ceiling height of eight (8) feet and the combined floor area of all levels is not less than 2,500 square feet of habitable area.

3.4 SINGLE FAMILY OCCUPANCE. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without approval from the Committee.

ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

SECTION 4.1 MAINTENANCE RESPONSIBILITY OF OWNER. It shall be the responsibility of each lot owner to prevent the development of any unclear, unsightly or unkempt condition of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

4.2 ENFORCEMENT RIGHTS GROUNDS MAINTENANCE. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

In order to implement effective control of this item, Scott Land Co., Inc. reserves for itself and its agents and the Committee, the right, after ten (10) days notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Scott Land Co., Inc. or the Committee detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. Scott Land Co., Inc. or the Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Scott Land Co., Inc. or the Committee to mow, clear, cut or prune any lot nor to provide garbage removal services.

4.3 ANIMALS AND HOUSEHOLD PETS. No animals, livestock or poultry. Of any kind or description, except the usual household pets, shall be kept on any lot, provided that no household pet may be kept on any lot for breeding or commercial purposes and no household may maintain more than three (3) dogs and (3) cats for more than sixty (60) days.

4.4 NOXIOUS, OFFENSIVE OR ILLEGAL ACTS. No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

4.5 MINERAL EXPLOITATION. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any lot above the surface of the ground except hoses and movable pipes used for irrigation purposes.

4.6 TRASH, GARBAGE AND REFUSE. No trash, garbage or other refuse shall be dumped, stored, or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed, buried or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any street within sight distance of the lot at any time except during periods of refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Violation of this subsection of these covenants shall subject the owner of the lot to the penalty of a stipulated liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to Scott Land Co., Inc. or to any owner of other lots subject to these covenants except that the violator shall not be required to pay damages to more than one person or entity for such violation.

4.7 SIGNS AND ADVERTISING. All signs, billboards or advertising structures of any kind are prohibited except builder and subcontractor signs during construction periods as authorized in Section 2.5.15 above and except one professional sign of not more than (2) two square feet to advertise the property during sale period. No sign shall be permitted to be nailed or attached to trees.

4.8 TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, recreational vehicle, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion is received by the owner or contractor from the Building Official of the municipality where the property is located.

4.9 REPLACEMENT OF DESTROYED STRUCTURES. Any dwelling or other structure on any lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt in one (1) year. All debris must be removed and the lot restored to a slightly condition with

reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

4.10 OBSTRUCTIONS AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in case of a rounded property corner, from the intersection of the street property line extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee and approved by appropriate city official or department.

4.11 BOATS, TRAILER, CAMPER, ETC. No boats, boat trailer, house trailer, mobile home, camper, motor home, recreational vehicle or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located in the subdivision for any period of time in excess of twenty-four (24) hours except in enclosed garages. No trucks larger than three-fourths (3/4) ton GVW and no tractors or other excavating machinery shall be parked or stored on any road, street, driveway, yard or lot located in the Subdivision for any period of time in excess of twenty-four (24) hours except during the period of construction on the lot.

4.12 COMMERCIAL ACTIVITY. No profession, business, home industry, religion, school, kindergarten or educational enterprise shall be conducted on any lot. No owner or occupant of any dwelling erected on any lot shall ever rent or lease rooms, but such shall not be construed to prevent rental of an entire residence to a family unit nor the enjoyment of live-in domestic servants.

4.13 BUILDING SET-BACK. No building shall be located nearer to a street line than as indicated by the building set-back lines shown on the recorded subdivision Plat, nor nearer to a side lot line than fifteen (15) feet nor nearer to a rear lot line than thirty (30) feet. Where these set-back lines are less than those required by the zoning ordinance of the municipality where the lot is located, the higher requirement shall control. For the purposes of this paragraph, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of the building or construction on any lot to encroach upon another lot or upon easements reserved in ARTICLE V hereof.

4.14 STRUCTURES OF FIXTURE FORWARD OF BUILDING-LINE. No structure or other permanent fixture, excluding landscaping plantings meeting the requirements of Section 4.10 hereof, and mail boxes meeting the requirements of Section 2.5-13 hereof, shall be erected, placed or altered on any lot between the street and the building set-back line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced or stabilized. The exposed part of such retaining walls shall be made of brick, natural stone or concrete block veneered with brick, natural stone or other material approved by the Committee.

ARTICLE V

EASEMENTS

SECTION 5.1 Easements are reserved to Scott Land Co., Inc., its successors or assigns, for installation and maintenance of utilities, drainage facilities, storm sewers and sanitary sewers over the rear ten (10) feet of each lot and five (5) feet along each side lot line, with a further easement reserved to cut or fill at a 3 to 1 slope along the boundaries of all public streets located in the Subdivision. Drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein or as hereafter may appear on any recorded subdivision Plat.

ARTICLE VI
ENFORCEMENT

SECTION 6.1 In the event of a violation or breach of any of these restrictions by any property owner, or family of such owner, or agent or tenant or invitee of such owner, the owner(s) of lot(s), Scott Land Co., Inc. or any party to whose benefit these restrictions shall inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney's fees, cost of court, or other charges or to take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver by that party or an estoppel of that party or of any other party to assert any right available to that party upon the recurrence or continuation of said violation or the occurrence of a different violation.

ARTICLE VII
CONSIDERATION

SECTION 7.1 The grantee(s) of any lot subject to the coverage of these Restrictions and the owner(s) of such lot from time to time, by the acceptance of the conveyance or other instrument conveying and interest in or title to, or the execution of a contract for the purchase thereof, whether from Scott Land Co., Inc., or a subsequent owner of such lot, shall accept such deed or other contract upon the subject to each and all of these restrictions and the agreements herein contained, whether or not such restrictions are recited in the instrument of conveyance.

ARTICLE VIII
TERM MODIFICATION

SECTION 8.1 These covenants and restrictions shall run with the land and shall be in effect for a period of twenty (20) years from date, and can be changed, modified, amended, altered or terminated only in accordance with provisions hereof: These covenants and restrictions can be changed, modified, amended, altered or terminated at any time after twenty (20) years from date by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of ninety percent (90%) of the number of lots of the subdivision. After twenty-five (25) years from date, the same may be changed, modified, amended, altered or terminated by a duly recorded written instrument executed by the then record owners (including mortgagees and other lien holders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

PROVIDED THAT, no power of authority to alter, amend or rescind these covenants shall extend to the easements reserved under ARTICLE V hereof.

ARTICLE IX
SEVERABILITY

SECTION 9.1 Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by the Court of any restrictions in this instrument shall in not way affect any of the other restrictions which shall remain in full force and effect.

9.2 Scott Land Co., Inc. may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature raise the standards of the Subdivision.

ARTICLE X
CAPTIONS AND GENDER

SECTION 10.1 The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions.

10.2 Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

IN WITNESS WHEREOF, The undersigned has caused this instrument to be executed and its seal affixed hereunto on this the ____ day of _____, 1998.

SCOTT LAND CO., INC., an
Alabama General Partnership

ATTEST:

BY _____
Its Partner

STATE OF ALABAMA
COUNTY OF LEE

BY _____
President

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles David Scott whose name as a partner of Scott Land Co., Inc., an Alabama General Partnership, is signed to the foregoing restrictions, and who is known to me, acknowledge before me on this day that, being informed of the contents of the Restrictions he as such officer, and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the ____ day of _____, 1998.

Notary Public