

B 28975

STATE OF ALABAMA)

COUNTY OF BALDWIN)

HUNTER'S CHASE SUBDIVISION

DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

THIS Declaration made this 27 day of September, 1996, by SUMMIT DEVELOPMENT III, L.L.C., an Alabama limited liability company, hereinafter called "Developer";

WITNESSETH

WHEREAS, Developer is the owner of the real estate described herein (the "Property"), which is located in the unincorporated area of Baldwin County, Alabama, and is bounded on the south by U. S. Highway 98 and on the north by Beasley Road; and

WHEREAS, Developer desires to subdivide and improve the Property and adjacent property in phases and to create thereon a residential subdivision, and to provide for the preservation of the values and amenities in the Subdivision and to thereby advance the general welfare of the community; and to that end to place certain beneficial restrictions upon the Property for the purposes of insuring that it will be used for its intended purposes as set forth herein, and to prevent nuisances and impairment of the attractiveness of the Subdivision, and to maintain the desired tone of the Subdivision, and thereby to preserve, as far as practicable, the natural beauty of each Lot therein, and to insure the erection thereon of attractive, well designed, properly proportioned and appropriate homes constructed of proper and suitable materials, with appropriate locations of such homes on the Lots, and thereby to secure to the Owner of each Lot the full benefit and enjoyment of his home with no greater restriction on the free and undisturbed use of his Lot than is necessary to insure the same advantages to the other Owners; and

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in the Subdivision to create a nonprofit corporation, which shall have the power to manage, maintain and administer the Common Elements and all other powers and duties set forth herein; and

WHEREAS, Developer has incorporated under the laws of the State of Alabama as a nonprofit corporation, Hunter's Chase Property Owners Association, Inc. (the "Association"), for the purpose of exercising said functions;

NOW, THEREFORE, Developer hereby declares that the following described real estate shall be subdivided, held, transferred, sold, conveyed and occupied subject to the covenants,

RECORD # 5750
STATE OF ALABAMA
BALDWIN COUNTY
CERTIFY THIS INSTRUMENT WAS
FILED AND TAXES COLLECTED ON
OCT 3 10 33 AM '96
JUDGE OF PROBATE

REC 0090 PAGE 0998

restrictions, easements, charges and liens hereinafter set forth:

Commencing at the Southeast corner of the Northwest 1/4 of Section 26, T7S, R3E, Baldwin County, Alabama; thence run South 89 degrees 53 minutes 09 seconds West for a distance of 717.47 feet to the point of beginning; thence run North 00 degrees 16 minutes 26 seconds West for a distance of 2706.51 feet to a point on the North line of said Northwest 1/4; thence run South 89 degrees 35 minutes 45 seconds West along said North line for a distance of 617.60 feet to a point on the West line of the East 1/2 of said Northwest 1/4; thence run South 00 degrees 13 minutes 15 seconds East along said West line for a distance of 2703.38 feet to a point on the South line of said Northwest 1/4; thence run North 89 degrees 53 minutes 09 seconds East along said South line for a distance of 620.10 feet to the point of beginning.

EXCEPTING, however, all oil, gas and other minerals lying in or under said property, and subject to all rights and privileges in connection therewith; and

SUBJECT TO the public road rights-of-way over and across the North and South portions of said property and to all rights-of-way and easements shown on the recorded Plat of the Subdivision.

ARTICLE I

DEFINITIONS

1.2 Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

(A) "Association" means Hunter's Chase Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

Unless the context otherwise requires, all references herein to the Board of Directors or the Board, or to the Articles of Incorporation or Bylaws or to the President or Secretary or any other officer, shall mean, respectively, those of the Association.

(B) "Association Property" means the Common Elements and

- (1) property held by the Association,
- (2) property commonly held by the Members,
- (3) property within the Association privately held by the Members, and
- (4) property owned by a governmental unit and used for the benefit of

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residents of the Subdivision.

(C) "Common Elements" means all portions of the Subdivision other than the Lots, including, without limitation, all open spaces, landscaping, and other common areas and facilities in or appurtenant to the Subdivision, and all other property, whether real or personal, from time to time held by the Association for the common benefit and enjoyment of the Owners.

(D) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot as herein provided.

(E) "Common Expenses" means expenditures made by or financial liabilities of the Association, including, but not limited to, expenditures made by or financial liabilities of the Association for the maintenance and repair of the streets and rights-of-way in the Subdivision until the County assumes the responsibility for the maintenance thereof, and for the maintenance and repair of the Drainage System and Association Property, together with any allocations to reserves.

(F) "Developer" means Summit Development III, L.L.C., an Alabama limited liability company, its successors and assigns of its development rights in respect to the Subdivision.

(G) "Drainage System" means the storm and flood water drainage system described in the Drainage Plan for the Subdivision, including all easements and rights-of-way appurtenant thereto.

(H) "Dwelling Unit" means one or more rooms in the same structure, connected together and constituting a separate, independent housekeeping unit for residential occupancy and with facilities for sleeping and cooking.

(I) "Lot" means a lot of record in the Subdivision as shown on the Plat.

(J) "Owner" means the record owner, whether one or more persons or entities, of a vested interest in the fee simple title to a Lot. If title to a Lot is split between estates for life or for years, and remainder, then the owner or owners of the estate having present rights to possession shall be considered the Owner for the purposes hereof. Notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lien holder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, he shall be an become the "Owner" within the meaning of this Declaration, and the debtor or debtors shall no longer be an Owner regardless of whether there is outstanding a right of redemption.

(K) "Person" means a natural person, corporation, partnership, limited liability company, association, trust, estate, fiduciary, or other legal entity.

(L) "Planning Commission" means the Baldwin County Planning and Zoning Commission.

(M) "Plat" means the Final Plat of each phase of the Subdivision approved by the Planning Commission and recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

(N) "Property" means the land described herein and all improvements thereon, and all easements, rights and appurtenances thereunto belonging. If additional land is added to the Subdivision, "Property" shall include such land and the improvements thereon when added to the Subdivision by conveyance recorded in the Office of the Judge of Probate of Baldwin County, Alabama, designated the land described therein as an addition to the Subdivision.

All other terms used in this instrument and in the Subdivision Regulations of Baldwin County, Alabama shall have the same meanings herein as in such regulations unless the context of this instrument otherwise requires.

ARTICLE II

CREATION OF SUBDIVISION

The name of the Subdivision shall be "Hunter's Chase". A portion of the Property shall be subdivided, laid out and platted as Phase One of the Subdivision in accordance with the Plat when approved by the Planning Commission and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. The Developer expressly reserves the right but shall have no obligation to add additional real estate to the Subdivision.

Each additional phase of the Subdivision shall be numbered sequentially, commencing with Phase Two.

The legal title to all Common Elements in each phase of the Subdivision shall be initially reserved by the Developer which, subject to any and all rights reserved by the Developer herein, shall convey such to the Association not later than one (1) year from the date of recording the Plat of such phase. The Developer and the Association, in accordance with the Articles of Incorporation and Bylaws, shall have the authority to mortgage all or part of the Common Elements for the purpose of improving the Common Elements.

ARTICLE III

PERMITTED USE

3.1 All Lots shall be restricted to residential use, provided, however, that no building in the Subdivision shall contain more than one Dwelling Unit, and that nothing herein contained

shall prohibit an Owner from renting his house as long as it is used exclusively for residential purposes by the tenant; and provided, further, that until such time as Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), Developer shall have the right to maintain a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

3.2 No Lot shall be further divided or resubdivided unless all portions of the Lot are used to increase the size of a Lot or Lots adjacent to the same and written approval therefor is received from the Committee and, if required, the Planning Commission. All expense of obtaining such approval and, if required, amending the Plat accordingly shall be borne by the Owner requesting such approval.

ARTICLE IV

ARCHITECTURAL COMMITTEE

An Architectural Committee consisting of three (3) persons, to be known as the "Hunter's Chase Architectural Committee" (hereinafter called the "Committee"), is hereby created for the purpose and with the powers set forth herein. No member of the Committee shall be in any way liable to any Owner or any other Person for any act or inaction by the Committee or any member thereof in connection with these covenants, restrictions and limitations.

The initial members of the Committee shall be:

Clarence E. Burke, Jr.
Barton E. Kaiser
Anthony P. Kaiser

The term of service of the initial members of the Committee shall be one (1) year from the date hereof, provided, however, that until (a) the time when Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), or (b) Developer relinquishes control of the Association in writing, whichever first occurs, Developer may, by written instrument duly recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at any time remove any member of the Committee, or replace any member, or name a new member in place of any member who has resigned or died. Upon the termination of the period of Developer control of the Association, as aforesaid, the right to remove, replace and designate the members of the Committee shall be transferred to all Owners, and thereafter the Owners (including Developer if it is still an Owner) of a majority of the total Lots in, or planned for, the Subdivision (including all planned additional phases) may, by written instrument duly recorded, as aforesaid, remove any member of the Committee, or replace any member, or name a new member in his place in the event he for any reason ceases to so serve.

The act of a majority of the members of the Committee shall be the act of the Committee

and shall be final and binding on all parties, provided, however, that in the event of the death, resignation or removal of one or more members of the Committee, the remaining members shall have full authority to act in the name of the Committee pending the appointment of a successor member.

ARTICLE V

RESTRICTIONS

5.1 Buildings.

(a) No house or other building or structure shall be erected, altered, placed or permitted to remain on any Lot other than the principal dwelling thereon, which shall not exceed two (2) stories in height (exclusive of the attic and basement, if any), and no more than two (2) accessory buildings and such other structures incidental to residential use as may be approved in writing by the Committee. Whether any accessory building (other than a barn) or other structure incidental to residential use shall be permitted on any Lot is a matter that shall be entirely within the discretion of the Committee based upon the size of the Lot and other factors deemed pertinent by the Committee. No barns will be permitted. For the purposes of this subparagraph, a garage or carport attached to any building on a Lot shall not be considered a building or structure separate from that to which it is attached.

The accessory buildings/structures, if any, on each Lot shall be designed in such fashion as to blend with the design of the principal dwelling on the Lot and the surroundings and shall be located so as to minimize visibility from the street. No accessory building on any Lot shall contain more than six hundred (600) square feet of total area, nor shall the accessory buildings on any Lot contain more than nine hundred (900) square feet of total area in the aggregate. In determining the total area of any accessory building, open porches shall not be counted unless otherwise specified by the Committee.

(b) No flat, guest house, duplex, apartment or other structure containing more than one Dwelling Unit, may be erected on any Lot. As used herein, "guest house" means an accessory building with living accommodations and a kitchen or facilities for cooking.

5.2 Submissions to the Committee. No site work shall be done on any Lot without the approval in writing of the Committee. Two (2) copies of complete building plans, specifications, and plot plans meeting the Architectural Guidelines for the Subdivision adopted by the Committee, as amended from time to time, showing, without limitation, the exterior materials, exterior colors, and the elevation and location of each building, structure or improvement proposed to be built on or added to any Lot, and any and all changes therein, together with such other information as shall be required by the Architectural Guidelines or the Committee, shall be submitted to the Committee for approval prior to the commencement of construction or modification of any building, structure or other improvement on any Unit. Initially, a fee of \$200.00 per submission and \$100.00 for each resubmission shall be charged by the Association

for each review by the Committee. The Committee, with the approval of the Board of Directors, may increase such fee from time to time to defray expense, but not more than once in any twelve month period.

All plans, specifications and other materials submitted to the Committee shall be delivered to the Committee or its designated representative in person, or by registered or certified mail, return receipt requested, as provided below. The Committee shall notify the Owner of the Lot in writing whether the plans and specifications submitted are sufficient, or whether additional information is required. The Committee shall approve or disapprove such plans and specifications within forty five (45) days after the Committee notifies the Owner in writing that the plans and specifications submitted to it are sufficient. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the Owner in person, or by registered or certified letter addressed to the Owner at the address furnished by him with the plans and specifications. Such notice will set forth the particulars upon which disapproval was made, but need not contain any suggestions as to corrective measures to be taken. The plans and specifications submitted to the Committee shall be deemed approved unless the Committee notifies the Owner of their disapproval, as aforesaid, within forty five (45) days after the Committee's written notice to the Owner that the plans and specifications submitted are sufficient for its consideration. All submissions to the Committee shall be made in care of Hunter's Chase Architectural Committee, P. O. Box 1625, Foley, Alabama 36536, or such other address as the Committee shall from time to time designate by instrument recorded in the Office of the Judge of Probate of Baldwin County, Alabama. Copies of all building plans, specifications, plot plans and other information submitted to the Committee may be retained by the Committee.

Notwithstanding anything to the contrary otherwise appearing or implicit herein, the Committee, by resolution passed by all of its members, may designate one or more persons to review and approve or disapprove any or all submissions to the Committee pursuant to any of the provisions of this instrument, and to exercise such other powers and authority granted to the Committee as shall be delegated to such person or persons by such resolution.

5.3 Living Area. The living area of the principal dwelling on each Lot shall contain not less than one thousand eight hundred (1,800) square feet. In determining the number of stories in any dwelling, the attic and basement, if any, shall not be counted. The living area of the first floor of any dwelling containing more than one story shall not be less than one thousand four hundred (1,400) square feet. In determining the living area of any dwelling, open porches, carports and garages shall not be counted.

5.4 General Construction Requirements. The exterior walls of each dwelling from ground level up shall be faced by brick or other suitable material approved in writing by the Committee. No concrete block utilized in the construction shall show above ground level. All exterior painting must be in tones and colors that are compatible and will aesthetically blend with other exterior tones and colors in the Subdivision.

5.5 Construction Time. The construction of each building or other structure approved

by the Committee must be commenced within the time specified in such approval, or, if no time is specified therein, within sixty (60) days of the date of approval, and must be completed within twelve (12) months after the date of such approval, unless the Committee shall give its written approval to a longer period.

No dwelling, building or other structure on any Lot shall be occupied or used by the Owner for any purpose until the same has been substantially completed and a Certificate of Occupancy for the dwelling has been issued by the appropriate governmental authority.

5.6 Building Set Backs. No part of any building or other structure on a Lot shall be located closer to any property line of the Lot than the minimum building set back lines shown on the Plat. If the Plat does not show the building set back lines for a Lot, the minimum set back lines applicable to such Lot shall be 30 feet from the front line of the Lot; 10 from each side line of the Lot; and 30 feet from the rear line of the Lot. The front line of all other Lots shall be the side thereof adjoining the street in the Subdivision.

The foregoing set back lines are the minimum set back lines applicable to each Lot. If the Planning Commission, or any other governmental agency or authority, requires different minimum building set back lines as to any particular Lot, the set back lines applicable to the Lot shall be the greater of (a) those shown on the Plat or as set forth above, as the case may be, or (b) those required by the Planning Commission or such governmental agency or authority.

5.7 Water and Sewer Service. The Owner of each Lot must connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks will be permitted.

5.8 Secondary Utility Service. Each Owner shall be responsible for the installation, at his expense, of all secondary utility service to his Lot and from area to area on his Lot, all of which shall be underground in accordance with plans and specifications approved in writing by the Committee.

No Owner will cause to be erected or grant permission to any Person any right, license or privilege to erect or permit the use of overhead wires, poles or overhead facilities of any kind for electrical or telephone service on his Lot, without the prior written consent of the Committee.

5.9 Walls and Fences. No cyclone, chain link or wire fencing will be allowed. Walls or fences will be permitted in the rear yards of homes, provided that they are approved in writing by the Committee and do not exceed six feet (6') in height.

5.10 Windows. All windows shall be casement, awning, single or double-hung wood or white baked enamel finish or vinyl clad aluminum. Decorative glass overhead and side panels for doors and windows will be permitted subject to approved by the Committee on a case by case basis. Horizontal sliders will not be permitted except on the rear side of a building.

Lightly tinted glass is acceptable, but foil or reflective material will not be allowed. Drapery liners visible from the exterior must be of a neutral color approved by the Committee.

5.11 Roofs. All roofs must have a minimum roof pitch of 7/12.

Roofs having less than a 7/12 slope will be acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in use as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., garage to main structure, etc., shall have a roof with material compatible with the main structure. Roof overhangs shall be at least eighteen inches (18").

All roof accessories, such as vent stacks, flashing and roof vents, shall be located in such a manner as to be as unobtrusive as possible and painted to match the roof color. Wherever possible, vents shall be located away from the entry elevations. Raw aluminum or galvanized flashing will not be allowed.

5.12 Garages. All garages must have garage doors that shall remain closed when not entering or exiting. Free standing garages will be permitted. Garages must be on or to the side or rear of the house. In the case of side garages, the front of the garage must be at least fifteen feet (15") behind the front of the house.

Portecocheres or carports will be permitted if they are an integral part of the main structure.

5.13 Driveways. All Lots must have a concrete or brick paver driveway, which must be completed by the time of completion of the main dwelling on the Lot and must be designed so as to accommodate cars for both the Owner of the Lot and his guests. The driveway entrance to each Lot must be approved in writing by the Committee prior to construction to assure compatibility of aesthetics and that the Owner has established adequate erosion control. Driveway widths shall be a maximum of twelve feet (12'), except in the vehicular parking area or as the drive enters the garage enclosure. Driveway entry from the street must generally be located at least ten feet (10') from the side property lines. Access to garages will be reviewed by the Committee on an individual basis.

The maximum driveway width at the intersection of the curb shall not exceed fifteen feet (15').

All driveways must be of concrete or brickpavers. Each driveway location, design, pattern and surface composition must be shown on the site plan and landscape design drawings submitted to the Committee for approval.

5.14 Equipment. All heating, ventilation and air conditioning equipment, including, without limitation, compressors, and all gas meters, butane tanks and other mechanical and/or

electrical devices on any Lot shall be located to the rear of the front most plane of the principal dwelling on the Lot, and shall be visually screened from the street and adjoining Lots.

5.15 Garbage Disposal Containers. Outside garbage disposal containers must be delineated on plans and specifications submitted for approval, must be located to the rear of the rear plane of the principal dwelling and no closer to any property line of the Lot than the minimum building set back lines applicable to the Lot, and must be in either underground covered receptacles or visually screened from the street and adjoining Lots according to plans approved in writing by the Committee. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition. No Lot shall be used as a dumping area for rubbish of any kind.

No trash or other refuse shall be kept, stored or allowed to accumulate except between scheduled pickups and in accordance with the provisions hereof. If trash or other refuse is to be picked up and carried away on a regular recurring basis, it must be placed in sanitary containers and only on the scheduled pick up date or the night before may be placed on the Lot to provide access to the Person making the pick up.

5.16 Satellite Dishes. Satellite dishes more than eighteen (18) inches in diameter shall not be permitted. All permitted satellite dishes installed must be located to the rear of the rear most plane of the principal dwelling on the Lot and no closer to any property line of the Lot than the minimum building set back lines applicable to the Lot, and must be visually screened from the street and adjoining Lots according to plans approved in writing by the Committee.

5.17 Screening. The space beneath all raised buildings and structures shall be visually screened in such manner as shall be approved in writing by the Committee.

The use of solar energy producing devices (active or passive) must be removed from view from the street and adjacent Lots.

5.18 Landscaping. The entire area between the front of the dwelling and the street (excluding the driveway, walkway and plant beds), must be sodded upon completion of construction of the dwelling. Additional landscaping, plants and greenery will be required as determined by the Committee on a case by case basis.

A landscaping plan must be included with the house plans when they are submitted to the Committee.

5.19 Mailboxes and Lamp Posts. All mailboxes, lamp posts, street lighting and posts must be constructed and located to the Developer's specifications or as approved by the Committee.

5.20 Exterior Lighting. Exterior lighting must be provided for safety and security and shall be in keeping with the general tone of the Subdivision. Exterior lighting shall be recessed

or directed downward and away from neighbors' yards. Flood lights will not be permitted.

No lighting shall be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties. All lighting that the Committee determines is out of character with the general scheme of the Subdivision or becomes a nuisance as determined by the Committee shall be removed immediately by the Owner at his expense on notice from the Committee to remove said lighting.

5.21 Trees. No hardwood tree, including, without limitation, any Cherry, Magnolia, Dogwood or Oak tree, over four (4) inches in diameter measured fifty-four (54) inches from the ground, and no other tree over thirty-six (36) inches in diameter measured fifty-four (54) inches from the ground, may be cut from any Lot, except with the prior written approval of the Committee. Provided, however, such approval shall not be necessary for the cutting of trees that are within the perimeters of the buildings constructed on the Lot with the written approval of the Committee.

5.22 Pools and Pool Enclosures. All pools and pool enclosures to be built on any Lot will be considered on a case by case basis by the Committee. No raised or above-ground pools will be permitted. All pool equipment and chemicals shall be stored out of view.

5.23 Clothes Lines. No outside clothes line shall be permitted at any time.

5.24 Signs. No sign, billboard, banner or flying paraphernalia of any kind shall be placed or maintained upon any Lot after sale by the Developer except the address sign for the Lot and one (1) sign of not more than six (6) square feet advertising the property for sale or rent, and signs used by the builder during the construction period not to exceed one hundred eighty (180) days. Nothing herein contained, however, shall prevent the placing or maintenance of any sign, billboard, banner or flying paraphernalia of any kind anywhere in the Subdivision by the Developer, its assigns or contractors; nor shall anything herein contained prevent the flying of the American Flag at any time by any Owner on his Lot.

5.25 Animals. No bees or other insects, chickens, horses, pigs, cows, sheep, goats or other recreational, work, farm or large animals of any kind shall be kept or maintained in the Subdivision at any time, temporarily or otherwise. The Association is authorized to and from time to time may adopt, amend and enforce reasonable Rules and Regulations pertaining to the kinds and number of pets that an Owner shall be permitted to have in the Subdivision. All pets that are kept or maintained by any Owner shall be fenced or restrained in such manner that they cannot run loose in the Subdivision, or become an annoyance or nuisance to the neighborhood. No commercial breeding of animals shall be permitted in the Subdivision.

5.26 Trailers, Trucks, Mobile Homes, Boats and Prohibited Uses. No house trailer, truck (other than a pick-up truck), or mobile home shall be permitted on any Lot, except trucks may be permitted for use during construction and temporary repairs to any building, structure or other improvement on the Lot with the written permission of the Committee. Travel trailers, hauling

trailers, "habitable motor vehicles", boats and boat trailers must be stored to the rear of the rear most extension of the principal dwelling on the Lot, more than ten (10) feet from the boundaries of the Lot, and, if required by the Committee in general or in any particular case, shall be visually screened from the street and adjoining Lots.

No trailer, mobile home, camper, recreational vehicle or other vehicle, or boat shall at any time be used as a dwelling, temporarily or otherwise. No used buildings shall be permitted on any Lot except for temporary storage during the construction period.

5.27 Activities. No trade, business or commercial activities of any kind (other than those of Developer, its assigns and contractors) or obnoxious, offensive, or illegal activity shall be permitted or conducted upon any Lot or elsewhere in the Subdivision, nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood or violation of the laws and regulations of the United States of America, the State of Alabama, Baldwin County, Alabama or any political subdivision thereof, or this Declaration, or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association. No junk, inoperable motor vehicles or other unsightly personal property shall be kept or maintained on any Lot or elsewhere in the Subdivision except for minor emergency repairs. Inoperable motor vehicles or those in a state of disrepair, shall be made operable or repaired at locations other than within the Subdivision.

5.28 Association's Obligation to Repair. The Association shall be responsible for the maintenance, repair and replacement of the following:

- (1) the Drainage System and Association Property; and
- (2) incidental damage caused to any Lot or the improvements thereon by any work done by the Association.

This Section shall not relieve an Owner of liability for damage caused by such Owner, his family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such Person. The cost of repair for any damage so caused by an Owner, his family, members, guests, invitees, lessees or licensees shall be a special assessment against the Owner responsible therefor.

5.29 Each Owner's Obligation to Repair. All buildings, structures and improvements on each Lot shall at all times be maintained and kept in a proper and good state of repair by the Owner of the Lot, at his expense. All exposed areas of all buildings, structures and improvements on each Lot shall also be kept well painted by the Owner of the Lot, at his expense. The Owner of a Lot shall, at his expense, keep his grass properly mowed and trimmed and maintain his yard and landscaping in good order and condition free of trash, dead trees and plants, and unsightly debris at all times.

5.30 Adjoining Lots. For the purposes of this instrument, and subject to the approval

of the Committee, any Owner having two or more adjoining Lots may combine such Lots after receiving written approval from the Committee and, if required, the Planning Commission. All expense of obtaining such approval shall be borne by the Owner requesting such approval. Thereafter, the combined Lots shall each be deemed a single Lot for all purposes hereunder.

5.31 Variances. The Committee, in its discretion, at any time and from time to time, may waive or grant a variance in writing as to any one or more of the covenants, restrictions, limitations, or requirements herein specified, provided, however, that no such waiver or variance shall permit the improvement, use or occupancy of any Lot for other than residential purposes or permit any activities prohibited by Section 5.27 or waive or vary the requirements of Sections 5.28 or 5.29.

ARTICLE VI

EASEMENTS

The easements shown on the Plat are hereby adopted as part of these restrictions. Developer reserves unto itself and its successors and assigns the right and easement, but does not assume any obligation, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches in, on, over, and under the easements shown on the Plat, and to construct, install, operate, maintain, repair, or replace walls, fences, shrubbery, bushes, trees and other decorative and screening improvements in, on, over and under any easement shown on the Plat, with full right of ingress and egress to and from the street and said easements and the right to contract generally with others for the doing of any or all of such things as the Developer, in its discretion, may deem appropriate or convenient in connection therewith.

ARTICLE VII

OWNERS' ASSOCIATION

7.1 Formation. Hunter's Chase Owners Association, Inc. (the "Association"), an Alabama nonprofit corporation formed by Developer, was organized and shall be operated to provide for the acquisition, construction, management, maintenance, and care of Association Property in accordance with this Declaration and the Articles of Incorporation, and to administer and enforce the covenant and restrictions set forth herein and to adopt, amend and enforce Rules and Regulations regarding the conduct of the Members and the aesthetics of the Subdivision for the common good of the Members; and shall have the powers and duties set forth herein and in the Articles of Incorporation and Bylaws.

The Association will be the homeowners association with respect to the Subdivision within the meaning of Sec. 528 of the United States Internal Revenue Code, as amended (the "Code"), and the Regulations thereunder.

All Owners of Lots in the Subdivision shall be members ("Members") of the Association. Each Owner, upon acquiring a Lot in the Subdivision, shall thereby become a Member of the Association. Each Owner shall cease being a Member of the Association at the time he no longer owns a Lot in the Subdivision. The Association shall have authority to assess and collect membership dues, fees and assessments from its Members, to expend its funds for the acquisition, construction, management, maintenance, and care of the Drainage System and other Common Elements and other association property, and to expend its funds exclusively for such purpose. All funds so expended and liabilities of the Association for such purposes shall be Common Expenses, and all Common Expense Liabilities shall be allocated to each Lot as provided herein.

No part of the net earnings of the Association shall inure (other than by providing for the acquisition, construction, management, maintenance, and care of Association Property, and other than by a rebate of excess assessments) to the benefit of any Member or private individual.

The Members of the Association shall not, as such, be liable for the debts of the Association.

7.2 Membership. The membership of the Association at all times shall consist exclusively of all Owners (including Developer as long as it owns a Lot), their heirs, successors or assigns. The Developer shall be deemed to be the Owner of each Lot which has not been conveyed to a Person other than Developer; and shall be entitled to all rights and privileges available to, and shall be subject to any and all obligations and duties imposed upon, the Owner of any such Lot under this Declaration and the Articles of Incorporation and Bylaws.

On all issues decided by a vote of the Owners, whether pursuant to this Article or any other provision of this instrument, each Owner other than Developer shall be entitled to one vote for each Lot owned by him, and Developer shall be entitled to one vote for each Lot in, or planned for, the Subdivision (including all planned additional phases) owned by Developer. If a Lot or part of a Lot is combined with another Lot pursuant to Section 5.30, the Lots so combined shall thereafter be considered a single Lot for assessment, voting and other purposes.

7.3 Meetings. A meeting of the Members of the Association shall be held at least once each year. Special meetings of the Members may be called by the President or a majority of the Board or by Members having not less than fifty percent (50%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Member or to any other mailing address designated in writing by such Member and filed with the Secretary. The notice of the meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Articles of Incorporation or Bylaws, any budget changes and any proposals to remove an officer or member of the Board.

7.4 Voting Rights. Each Member in good standing shall be entitled to one vote on

each matter submitted to a vote of Members. If a Lot is owned by more than one Person, the Owners of the Lot, collectively, shall be considered a single Member, and may designate among themselves by proxy the one of their number entitled to vote for all of them. If only one of the multiple Owners of a Lot is present at a meeting of the Association, he shall be entitled to cast all the votes for that Lot. If more than one of the multiple Owners are present, the votes for that Lot may be cast only in accordance with a written agreement of a majority in interest of the multiple Owners, unless the Bylaws expressly provide otherwise. There shall be a majority agreement if any one of the multiple Owners of the Lot casts the votes for that Lot without protest being made promptly to the person residing over the meeting by any of the other Owners of the Lot.

An Owner may not revoke a proxy given pursuant to this Section except by written notice of revocation filed with the Secretary prior to a meeting or actual notice of revocation given at a meeting of the Members by the Owner to the person presiding over the meeting. A proxy shall be void if it is not dated or purports to be revocable without notice. A proxy shall terminate one year after its date, unless it specifies a shorter term.

7.5 Quorum for Members' Meetings. At any initial meeting of the Members called for any purpose, the presence at the meeting, in person or by proxy, of Members entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, one or more subsequent meetings may be called on not less than ten (10) days written notice of each such subsequent meeting; and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

7.6 Allocation of Common Expense Liabilities. Except for assessments for Common Expenses caused by the misconduct of an Owner, his invitees, licensees, employees or contractors, which shall be assessed against such Owner, all Common Expenses shall be assessed ratably against the Owner(s) of each Lot (including Developer as to all Lots held by it). The amount of each assessment for Common Expense Liabilities allocable to the Owner(s) of each Lot shall be expressed by a percentage relating to each Lot, which shall be determined by multiplying one hundred percent (100%) percent times a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Lots in the Subdivision (including all additional phases subject to these covenants and restrictions, when added to the Subdivision).

7.7 Obligations of Owners. Each Owner shall, by acceptance of title to his Lot, be conclusively presumed to have agreed to abide by this Declaration, and the Rights, Covenants, Restrictions, Affirmative Obligations and Conditions set forth herein, and the Articles of Incorporation, By-laws and Rules and Regulations of the Association, and all amendments thereto theretofore or thereafter adopted, and to pay, when due, all assessments due by him to the Association, together with interest thereon from the due date at the interest rate, not to exceed the maximum legal rate, set by the Association.

7.8 Liens. The Association shall have a lien on each Lot for any unpaid assessments due by the Owner(s) thereof, duly made by the Association, together with interest thereon at the rate aforesaid, and reasonable attorney's fees and costs. Such lien shall be effective from and after the time of recording in the Office of the Judge of Probate of Baldwin County, Alabama of a claim of lien stating the description of the Lot, the name of the record Owner(s), the amount due and the date when due. Such claim of lien shall include only sums that are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for property taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of the Association's lien. Such liens may be foreclosed by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. An action to recover a money judgment for unpaid assessments may be also maintained without waiving the lien securing the same.

All such assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with the interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of any Person who is an Owner of such Lot at the time the assessment falls due, or, in the event there is more than one Owner of any Lot, each and every such Owner shall be personally liable for the entire assessment due for such Lot, said obligation being joint and several.

7.9 Financial Records. The Association shall keep financial records in sufficient detail to enable it to furnish to each Member a statement setting forth the amount of the annual assessment and any unpaid expense or special assessment currently due and payable from such Member; the most recent regularly prepared balance sheet and cash receipts and disbursements statement, if any, of the Association; the current operating budget of the Association; a statement of any unsatisfied judgments against the Association and any pending suit in which the Association is a party; and such other records and information as shall from time to time be required by the Board of Directors of the Association. All financial and other records of the Association shall be made reasonably available for examination by any Member or his authorized agents, and such records shall be made available in Baldwin County, Alabama.

7.10 Dealings with Association. With respect to a third person dealing with the Association, the existence of the Association's powers and the proper exercise thereof by the Association may be assumed without inquiry, unless such person has actual knowledge that the Association is exceeding or improperly exercising its powers. A third person shall not be bound to assure the proper application of any funds paid or assets delivered to the Association.

7.11 Board Members and Officers.

- (a) Except as provided herein, or in the Articles of Incorporation or Bylaws, the Board

may act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board shall exercise ordinary and reasonable care.

(b) The Board may not act on behalf of the Association to amend this Declaration or to elect members of the Board or to determine the qualifications, powers and duties, or terms of office of Board members but the Board may fill vacancies in its membership for the unexpired portion of any term.

(c) Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall provide a copy of the budget to all the Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budget to the Owners. Unless at that meeting a majority of all the Owners present in person or by proxy or any larger vote specified in the Articles of Incorporation or Bylaws reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

(d) The initial members of the Board are named in the Articles of Incorporation. The term of service of the initial members of the Board shall be one (1) year from the date hereof, and, thereafter, until their respective successors are elected and qualified, provided, however, that until (a) the time when Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), or (b) Developer relinquishes control of the Association in writing, whichever first occurs, Developer may, by written instrument duly recorded in the Office of the Judge of Probate of Baldwin County, Alabama, at any time remove any member of the Board, or replace any member, or name a new member in place of any member who has resigned or died. Until the termination of the period of Developer control, the members of the Board appointed by the Developer may, but need not be, Owners.

After the first to occur of the events described in the preceding paragraph, control of the Association shall be transferred to all Owners, and thereafter the Owners (including Developer if it is still a Owner) of a majority of the total Lots in, or planned for, the Subdivision (including all planned additional phases) may, by written instrument duly recorded, as aforesaid, remove any member of the Board, or replace any member, or name a new member in his place in the event he for any reason ceases to so serve.

The Board shall elect the officers. The Board members and officers shall take office upon election.

(e) Upon the termination of the period of Developer control, the Owners shall elect a Board of at least three members, all of whom shall be Owners.

(f) Notwithstanding any provision of the Articles of Incorporation or Bylaws to the contrary, the Owners, by a two-thirds vote of all persons present in person and entitled to vote

at any meeting of the Owners at which a quorum in person is present, may remove any member of the Board with or without cause, other than a member appointed by the Developer.

7.12 Annual Assessments. The annual assessment each year shall be fixed by the Board and shall be payable in equal monthly or quarterly installments commencing whenever the Board shall determine it to be necessary or appropriate to provide funds for and/or a reserve for Common Expenses. The Association shall have the authority to make assessments, as shall be fixed and may be changed by the Board from time to time. If the Board fails to establish a new assessment amount for any year, or to fix the manner in which the same shall be payable, then the Members may establish such.

7.13 Special Assessments. In addition to the annual assessments, the Association may levy in any year or years, one or more special assessments, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair, replacement or improvement of the Drainage System and Association Property, provided that any such assessment shall have the assent of a majority of all votes cast at a meeting of the Members duly called for such purpose, and at which a quorum of the Members (determined as provided in Section 7.5) is present, in person or by proxy, written notice of which setting forth the purpose of the meeting shall be sent to all Members at least thirty (30) days in advance; provided that if the initial meeting is adjourned, the purpose of the meeting need not be set forth in the notice of any subsequent meeting called for the same purpose, and the notice provisions set forth in Section 7.5 shall apply in respect to each such subsequent meeting.

The due date of any special assessment under this Article shall be fixed in the resolution authorizing such assessment.

Notwithstanding the foregoing, if at any time the funds of the Association are insufficient to permit it to adequately provide for the cost of any construction, reconstruction, repair, replacement or improvement of the Drainage System or Association Property or to enable the Association to perform its obligations hereunder, the Association shall make and collect a special assessment from the Owners in such amount as shall be required to provide sufficient funds for such purpose or purposes and adequate reserves therefor. The Association's obligation to make and collect any such special assessment shall be mandatory and the Developer, or any Owner or Owners, shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against the Association for violating the requirements of this paragraph and to prevent it from so doing, recover damages for such violation, and obtain any other legal or equitable relief to which it, he, or they may be entitled under the circumstances.

7.14 Rules and Regulations of the Association. The Association is authorized to adopt, amend and enforce Rules and Regulations relating to the conduct of the Owners and their invitees and aesthetic considerations pertaining to the Subdivision in accordance with the Bylaws, including, without limitation, appropriate Rules and Regulation relating to the keeping of pets in the Subdivision. A copy of the Rules and Regulations and all amendments thereto (collectively the "Rules and Regulations") shall be furnished by the Board to each Member prior to the time

they become effective. All present and future Owners, tenants, occupants, and any Person who uses any part of the Subdivision in any manner, are subject to, and shall comply with the provisions of this Declaration and the Rules and Regulations. The acquisition, rental or occupancy of a Lot or the use of any part of the property in the Subdivision by any Person shall constitute such Person's agreement to be subject to and bound by the applicable provisions of this Declaration and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land comprising the Subdivision and shall bind any Person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by an Owner, an Owner's family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

7.15 Abatement of Violations. The Board of Directors of the Association (or a Committee thereof appointed for such purpose) shall, upon written request by any Owner, or upon its own initiative, if it so elects, investigate suspected violations of the restrictions set forth in this Declaration and of the Rules and Regulations, and determine whether a violation exists. If the Board or such Committee determines that no such violation exists, it shall give written notice of its determination to the complainant Owner, if any, in person or by registered or certified mail, addressed to such Owner at his last known address. Should the Board or such Committee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complainant Owner, if any, and to the Owner of the Lot on which, or as to which, such violation exists, addressed to each at his last known address. The Owner of the Lot on which, or as to which, such violation exists shall be allowed thirty (30) days [twenty four (24) hours in the case of a violation of Sections 5.1, 5.2 or 5.6, or Sections 5.8 through 5.29] after the giving of such notice, or such longer period as the Board or such Committee may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Board or such Committee, Developer, or any Owner or Owners, shall each have the right, but not the obligation, to prosecute any proceedings at law or in equity against the person or persons found by the Board or such Committee to be violating any of these restrictions and prevent him or them from so doing, recover damages for such violation, and obtain any other legal or equitable relief to which it, he, or they may be entitled under the circumstances.

The remedies provided for above shall not be exclusive. The violation of any Rule or Regulation adopted by the Board or breach of the provisions of this Declaration, shall give the Developer, the Association, or any Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Lot(s) and improvements thereon of such defaulting Owner.

7.16 Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or strict compliance with any Rule or Regulation, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition or restriction, or the future compliance with such Rule or Regulation, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors of the Association.

ARTICLE VIII

RESERVATIONS BY DEVELOPER

Until such time as Developer no longer owns any Lot in, or planned for, the Subdivision (including all planned additional phases), Developer reserves unto itself, its successors and assigns,

(a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, across and under the easements shown on the Plat for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by the Developer or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the easements shown on the Plat to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to maintain a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom as provided in Section 3.1.

(d) The right to add one or more additional phases to the Subdivision, and to amend these covenants and restrictions as provided in Article X.

All of the above rights and interests reserved by the Developer may be exercised by the Developer without the consent or concurrence of the Association or any Member.

ARTICLE IX

TERM OF RESTRICTIONS

The covenants, terms, conditions, restrictions and limitations herein contained shall run with the land and be binding upon all Owners and future Owners, and parties claiming under them, and shall inure to the benefit of and shall be binding upon them, and each of their heirs, executors, administrators, successors and assigns, for a period of twenty (20) years after the date hereof, at which time the said covenants, restrictions, and limitations shall automatically be extended for an additional period of twenty (20) years, unless at the end of the first twenty-year period or at any time during the second twenty-year period, by vote of Owners of two-thirds of the Lots then in the Subdivision it is agreed to terminate or change said covenants in whole or in part, said termination or change to be signed by the President and attested by the Secretary of the Association if then in existence, otherwise by the members of the Committee, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama or the United States of America by any court of competent jurisdiction, or by legislative enactment of the State of Alabama, or the United States of America, every remaining provision, clause, restriction, limitation, or condition contained herein not affected by such judicial or legislative declaration, decision, or act shall be and remain in full force and effect.

ARTICLE X

ADDITIONS AND AMENDMENTS

Developer reserves the right but shall have no obligation to add additional real estate to the Subdivision, which, if added, shall be subject to these covenants and restrictions, and all amendments thereto, unless different covenants and restrictions applicable to any such additional real estate are adopted by the Developer and recorded in the Office of the Judge of Probate of Baldwin County, Alabama at such time. Until the time when control of the Subdivision is transferred to all Owners as provided above, Developer may, by written instrument duly recorded, at any time amend these covenants and restrictions, and any amendments thereto, by filing the same of record in the Office of the Judge of Probate of Baldwin County, Alabama, provided, however, that no such amendment shall permit the improvement, use or occupancy of any Lot for other than residential purposes, except as expressly provided herein, and no Owner of any Lot previously sold by Developer (whether or not then owned by the original purchaser) shall be bound by any such amendment if it adversely affects his use and enjoyment of his Lot. After control of the Subdivision is transferred to all Owners as provided above, the Owners (including Developer if it is still an Owner) of a majority of the total Lots in, or planned for, the Subdivision (including all planned additional phases) may, by written instrument duly recorded, as aforesaid, exercise the foregoing right of amendment subject to the foregoing restrictions; provided, however, that if Developer voluntarily relinquishes control of the Association in writing, no such amendment shall restrict any of the rights of Developer reserved in this

Declaration, other than the right of control of the Association, as long a Developer owns any Lot in, or planned for, the Subdivision (including all planned additional phases).

ARTICLE XI

SEVERABILITY

All provisions of this Declaration shall be severable.

IN WITNESS WHEREOF, Summit Development III, L.L.C., a limited liability company, has cause these presents to be executed by Summit Construction Co., Inc., a corporation, its Manager, it being thereunto duly authorized, and Summit Construction Co., Inc. has caused these presents to be executed by Clarence E. Burke, Jr., its President, he being thereunto duly authorized, on this the 27 day of September, 1996.

SUMMIT DEVELOPMENT III, L.L.C., a
Limited Liability Company

By SUMMIT CONSTRUCTION CO., INC.
Manager

By _____ (SEAL)
Clarence E. Burke, Jr.
As Its President

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STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Clarence E Burke, Jr., whose name as President of Summit Construction Co., Inc, a corporation, Manager of Summit Development III, L.L.C., a limited liability company, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and limited liability company, on the day the same bears date.

Given under my hand and seal, this the 27 day of September 1996.

Kela K Jackson

Notary Public

My Commission Expires 2/23/98



This Instrument Was Prepared By:

Thomas E. Twitty, Jr.
Lawyer
P. O. Box 81894
Mobile, Alabama 36608-1894