

Amendments to the Covenants
Of
Lakewood Townhomes
Property Owners Association

Article VI. Membership and voting Rights:

Article VI. Section 6- Board of Directors. The affairs of the Association shall be conducted by a Board of Directors, which shall consist of such number, not less than three (3) not more than five (5) as shall, from time to time, be determined and fixed by a majority of the voting rights present at any meeting of the members.

1. Article VI. Section 6- . Is hereby amended to provide as follows: The affairs of the Association shall be conducted by a Board of Directors, which shall consist of such numbers not less than five (5) nor more than seven (7) as shall from time to time, be determined and fixed by a majority of the voting rights present at any annual meeting of the members.

Article XIII

Miscellaneous

Section 2- Lease of Units. Units may be leased by the Lot Owners; provided, however, that such lease and the rights of any tenants thereunder are hereby expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Lots and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction.

Article XIII Section 2- Is hereby amended to provide as follows: Lease of Units. Units may be leased by the Lot Owners; provided however, that such a lease is long term, ie, six (6) months minimum. The rights of any tenants thereunder are hereby expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of the Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. The Unit owner will be responsible for all attorney's fees and costs incurred because of the violation of the By-Laws.

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SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKEWOOD TOWNHOMES, a Subdivision

MISS ⁹⁰⁰ 1874
JUDGE OF PROBATE 75

MISC.0074 PAGE 1874

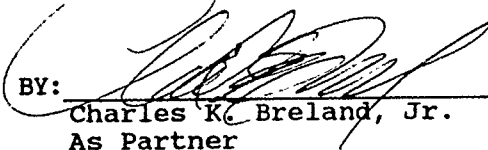
NOW, THEREFORE, Breland & Breland Partnership, an Alabama partnership, hereby submits Lakewood Townhomes, Unit II, a subdivision, according to the map or plat thereof recorded on Slide 1408-A, to the terms and conditions of the Declaration, hereby specifying that all of the property described in the plat of Lakewood Townhomes, Unit II, a subdivision, shall be held, sold, and conveyed subject to the Covenants, Conditions and Restrictions set out in the Declaration recorded in Miscellaneous Book 72, Pages 741-768, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in Lakewood Villas, Unit II, a subdivision, or any part thereof, their

heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

This Supplementary Declaration of Covenants, Conditions and Restrictions shall extend the operation and effect of the Covenants, Conditions and Restrictions of the Declaration recorded in Miscellaneous Book 72, Pages 741-768, to cover said additional property.

IN WITNESS WHEREOF, the said Breland & Breland Partnership, an Alabama partnership, has caused this instrument to be executed on its behalf on this the 22nd day of July, 1993.

BRELAND & BRELAND PARTNERSHIP,
an Alabama partnership

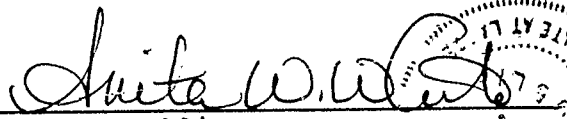
BY: 

Charles K. Breland, Jr.
As Partner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Charles K. Breland, Jr., whose name as Partner of Breland & Breland Partnership, an Alabama partnership, 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 22nd day of July, 1993.


Notary Public
My Commission Expires: 10/3/95

This Instrument Prepared By:

BAYLESS E. BILES of
WILKINS, BANKESTER, BILES & WYNNE
Post Office Box 400
Bay Minette, Alabama 36507

MISC0074 PAGE 1875

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION made on the date hereinafter set forth by BRELAND HOMES, INC., an Alabama corporation, herein referred to as "DECLARANT".

RECITALS

- (1) DECLARANT is the owner of certain real property located in the county of Baldwin, State of Alabama, which has been subdivided as shown on a plat of LAKEWOOD TOWNHOMES, a subdivision.
- (2) DECLARANT intends to subject LAKEWOOD TOWNHOMES, a subdivision, to these covenants, restrictions and conditions.

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described on the plat of LAKEWOOD TOWNHOMES, a subdivision, as recorded in the office of the Judge of Probate of Baldwin County, Alabama, on Slide 1352B (herein "LAKEWOOD TOWNHOMES, a subdivision") shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in LAKEWOOD TOWNHOMES, a subdivision, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "ASSOCIATION" shall mean and refer to LAKEWOOD TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., an Alabama non-profit corporation, its successors and assigns.

Section 2. "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of the ASSOCIATION.

Section 3. "COMMON AREA" shall mean all real property (including the improvements thereon) owned by the ASSOCIATION for the common use and enjoyment of the Owners.

Section 4. "DECLARANT SHALL MEAN AND REFER TO BRELAND HOMES, INC., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the DECLARANT for the purpose of development.

Section 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the COMMON AREA.

Section 6. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "PROPERTIES" or "PLANNED UNIT DEVELOPMENT" shall mean and refer to "LAKEWOOD TOWNHOMES, a subdivision", and such additions thereto as may hereafter be brought within the jurisdiction of the ASSOCIATION.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1 – Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed, leased, and occupied, subject to this DECLARATION, is located in Baldwin County, Alabama, and is referred to as “LAKEWOOD TOWNHOMES, a subdivision”, recorded in the office of the Judge of Property of Baldwin County, Alabama, and is hereby referred to as the “EXISTING PROPERTY.”

Section 2 – Additions to EXISTNG PROPERTY. Lands in addition to the EXISTING PROPERTY described above may hereafter become subject to this DECLARATION in the following manner:

A. Additions in Accordance with General Plan of Development. The DECLARANT, its successors and assigns, shall have the right, at its sole discretion and without the further consent of the ASSOCIATION, to bring within the scheme and operation of this DECLARATION additional property; provided, however, that such additions shall be limited to lands which are contiguous to those above-described, and which additional lands are to be developed as part of the PLANNED UNIT DEVELOPMENT known as LAKEWOOD TOWNHOMES, a subdivision, subject to the covenants and restrictions herein set forth. Such additional PROPERTIES shall be deemed to be “Contiguous” even though separated from the EXISTING PROPERTY by streets, roads, highways, rivers, streams, rights-of-way, railroads, utilities, or other intervening physical features of property interests not inconsistent with the general contiguity of the lands in question. Such additions shall be developed in a manner

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consistent with a general plan or development of the EXISTING PROPERTY prepared prior to the sale of any LOT and made known to every purchases (which may be done by brochure made available to the purchases) prior to such sale.

The General Plan of Development shall show the EXISTING PROPERTY and contain (1) a general indication of the size, location, and proposed land use of each development stage; (2) the approximate size and location of common PROPERTIES proposed; (3) the general nature of any proposed common facilities and improvements; (4) a statement that any additions to the EXISTING PROPERTIES will become subject to assessment for their just share of the ASSOCIATION'S expense; and (5) an approximate schedule, based upon the DECLARANT'S projections, indicating the estimated times the DECLARANT plans to complete the various states of the development. Unless otherwise stated herein, the General Plan of Development shall not bind the DECLARANT, its successors and assigns, to adhere to the Plan in any subsequent development of the land shown thereon and the General Plan shall contain a conspicuous statement to such effect. It also shall be understood that the DECLARANT shall be free to develop such portions or sections of the lands depicted in the General Plan of Development as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan: that it shall not be required to follow any predetermined sequence or order of improvement and development; and that it may bring into the scheme of this DECLARATION additional lands and develop the same before completing the development of the EXISTING PROPERTY.

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The additions authorized under this and the succeeding subsection shall be made by filing of record in the office of the Judge of Probate of Baldwin County, Alabama, a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the DECLARANT, to reflect and adapt to any difference in character of the added PROPERTIES and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration so as to affect the EXISTING PROPERTY. The DECLARANT shall not be obligated to develop additional lands as provided for herein. The discretion to develop future lands shall be solely with the Developer.

B. Other Additions. Upon approval in writing of the ASSOCIATION, pursuant to authorization of two-thirds (2/3) of the vote of all of its members, voting as provided for herein, the OWNER of any property who desires to add such property to the jurisdiction of the ASSOCIATION may file of record a Supplementary Declaration of Covenants and Restrictions as described in subsection "A" above.

C. Mergers, Combination or Consolidations. Upon merger, combination or consolidation of the ASSOCIATION with another association, the PROPERTIES, rights, and obligations of the ASSOCIATION may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the PROPERTIES,

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rights, and obligations of another association may, by operation of law, be added to the PROPERTIES of the ASSOCIATION as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration within the EXISTING PROPERTIES, together with the covenants and restrictions established upon any other PROPERTIES as one scheme. No such merger, combination, or consolidation, however, shall affect any revocation or change of or addition to the covenants and restrictions established by this Declaration within the EXISTING PROPERTY, except as herein provided.

ARTICLE III

PROPERTY RIGHTS

Section 1. – Owner's Easements of Enjoyment. Every OWNER shall have and is hereby granted a nonexclusive right and easement of ingress, egress, use, and enjoyment in and to the COMMON AREA which shall be appurtenant to and shall pass with the title to every LOT, subject to the following provisions:

A. Rights granted to other parties or interests created by or obligations, limitations, or restrictions imposed by the AGREEMENT described in Article IV, Section 5, below.

B. The right of the ASSOCIATION to charge an initial admission fee and other fees for the maintenance of the common area.

C. The right of others to limit the number of parking spaces or limit parking rights on or over the COMMON AREA. The parking of automobiles in the designated area

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within the COMMON AREA IS RESTRICTED. No OWNER shall interfere with the rights of ingress and egress and parking of others.

D. The right of the ASSOCIATION, in addition to its other rights as hereinafter set forth, to suspend the voting rights and the right to use the COMMON AREA by an OWNER for any period during which any assessment against his LOT remains unpaid and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations after hearing by the BOARD OF DIRECTORS of the ASSOCIATION.

E. The right of the ASSOCIATION to dedicate or transfer all or part of the COMMON AREA to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members to such dedication or transfer has been recorded.

Section 3 – Delegation of Use. Any OWNER may delegate, in accordance with the By-Laws, his right of enjoyment of the COMMON AREA to the members of his family, his tenants and guests or contract purchasers who reside on the property.

ARTICLE IV

EASEMENTS

Section 1 – Easements for Utilities. DECLARANT reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the COMMON AREA described herein, or to reserve easements, both temporary and permanent, over any part of the COMMON AREA described herein for use by DECLARANT for whatever purpose DECLARANT deems necessary or proper as provided for hereinafter in Section 3 of this Article.

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Section 2 – Easements for Encroachments. Each LOT and the property included in the COMMON AREA shall be subject to an easement for encroachments created by construction, settling, patios, balconies, stair landings, and overhangs for all buildings constructed by DECLARANT. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments stand, shall and does exist. In the event that any structure containing two or more units is partially or totally destroyed and then rebuild, the OWNERS of the units so affected agree that minor encroachments of parts of the adjacent units on COMMON AREAS due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 3 – Other Easements.. There is hereby created a blanket nonexclusive easement upon, across, over and under all of the PROPERTIES for ingress, egress, installation, replacement, repair, and maintenance of all utilities, including, but not limited to, water, sewers, gas, telephones, and electricity, and a master television antenna system. By virtue of this nonexclusive easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the property and to affix and maintain electrical or telephone wires and conduits, sewer, and water lines above, on, or below any residence or land of any OWNER. A nonexclusive easement is hereby granted to the ASSOCIATION, its officers, agents, and employees, including employees of any management company having a contract with the ASSOCIATION, over all of the COMMON AREAS and to enter any residence to perform the duties of maintenance and repair of the residences or COMMON AREAS; to maintain any utilities for which An easement has been granted and to prevent damage

to any other residence. A nonexclusive easement is hereby reserved to DECLARANT to enter the COMMON AREA during the period of construction and sale of the PROPERTIES or any additions to the PROPERTIES and to maintain such facilities and perform such operations as in the sole opinion of DECLARANT may reasonably required, convenient, or incidental to the construction and sale of residences, including, without limitation a business office, sales office, storage area, construction yards, signs, and model units.

Section 4 – Reciprocal Easements. Tere is hereby granted reciprocal pertinent easements for the maintenance and repair of any and all party walls. An easement is hereby granted to all fire protection, ambulance, and other similar persons and agencies to enter upon the private streets and parking areas in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, now sewers, electrical lines, communication lines, or other utilities may be installed or relocated on said PROPERTIES except as initially specified, planned, and approved by the DECLARANT or thereafter approved by the DECLARANT or the ASSOCIATION'S BOARD OF DIRECTORS. The easements provided for in this Article shall in no way affect any other recorded easements on said premises.

Section 5 – Nonexclusive Easement. DECLARANT and others and LAKEWOOD VILLAS PROPERTY OWNERS ASSOCIATION, INC., an Alabama nonprofit corporation (herein "LAKEWOOD VILLAS ASSOCIATION"), entered into an agreement dated July 23, 1991, which agreement was recorded in the office of the Judge of Probate of Baldwin County, in Real Property Book 438, page 1279 through 1285 (herein referred to as the "AGREEMENT"). A copy of the AGREEMENT is marked Exhibit "A: and is

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attached hereto for reference. This DECLARATION and the conveyance of any property in the development is made subject to the terms, conditions, limitations, and obligations set out in the AGREEMENT.

ARTICLE V

PARTY WALL

Section 1 – General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the PROPERTIES and placed on the dividing line between the LOTS shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2 – Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party wall shall be shared equally by the LOT OWNERS of the property upon which the Party Wall is situated; provided that, should a Party Wall be damaged by the negligent or intentional act or any OWNER or any member of his family or his tenant or guest, then all such repair costs shall be borne by such OWNER.

Section 3 – Water Proofing. Notwithstanding any other provision of this Article, an OWNER, who by his negligent or willful act causes the Party Wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4 – Right to Contribution Runs With Land. The right of any OWNER to contribution from any other OWNER under this Article shall be appurtenant to the land and shall pass to such OWNERS'S successors in title.

Section 5 – Arbitration. In the event of any dispute concerning a Party Wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

Section 1 – The Association. The operation and administration of the PLANNED UNIT DEVELOPMENT shall be by the ASSOCIATION of LOT OWNERS. The ASSOCIATION shall be a not-for-profit Alabama corporation incorporated by Articles of Incorporation recorded in the office of the Judge of Probate of Baldwin County, Alabama. The ASSOCIATION shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of its powers. The ASSOCIATION shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of LOT OWNERS of the PLANNED UNIT DEVELOPMENT with reference to the common elements and with reference to any and all other matters in which all of the LOT OWNERS have a common interest. The ASSOCIATION shall have all the powers and duties granted to or imposed on it under the By-Laws and other PLANNED UNIT DEVELOPMENT documents as they may be amended from time to time. The ASSOCIATION is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other person or persons.

The ASSOCIATION shall have a reasonable right of entry upon any LOT to make emergency repairs and to do other work reasonably necessary for the proper

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maintenance and operation of the PLANNED UNIT DEVELOPMENT and, further, shall have the right to grant permits, licenses, and easements over the COMMON AREAS for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the development. The BOARD OF DIRECTORS shall have the authority and duty to levy and enforce the collection of general and specific assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

Section 2 – Membership. Each LOT OWNER shall be a member of the ASSOCIATION so long as he is a LOT OWNER. A LOT OWNER'S membership shall immediately terminate when he ceases to be a LOT OWNER. The membership of a LOT OWNER cannot be assigned or transferred in any manner except as an appurtenance to his LOT.

Section 3 – Voting. Each LOT OWNER shall be entitled to one (1) vote, which vote is not divisible. The vote shall be cast by the LOT OWNER in the manner provided for herein and in the By-Laws; provided, however, that until four (4) months after the DECLARANT has completed and sold seventy-five percent (75%) of the lots in all phases of the PLANNED UNIT DEVELOPMENT or until the DECLARANT elects to terminate its control of the PLANNED UNIT DEVELOPMENT, whichever shall occur first, the By-Laws and rules adopted by the DECLARANT shall govern, and there shall be no meeting of the members of the ASSOCIATION unless a meeting is called by the BOARD OF DIRECTORS of the ASSOCIATION, and neither the LOT OWNERS nor the ASSOCIATION nor the use of the PLANNED UNIT DEVELOPMENT property by LOT occupants shall interfere with the completion of the contemplated improvements and the

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sale of the LOTS. The DECLARANT may make such use of the unsold LOTS and COMMON AREAS and facilities as may facilitate such completion and sale, including, but not limited to, showing of the property and the display of signs. Thereafter, the LOT OWNERS shall have control of the ASSOCIATION.

Section 4 – Contracts. The ASSOCIATION shall not be bound, either directly or indirectly, to professional management contracts or leases entered into prior to passage of control unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, with not more than ninety (90) days notice to the other party.

Section 5 – Assignment. The share of a member and the funds and assets of the ASSOCIATION cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his LOT.

Section 6 – Board of Directors. The affairs of the ASSOCIATION shall be conducted by a BOARD OF DIRECTORS which shall consist of such number not less than three (3) nor more than five (5) as shall, from time to time, be determined and fixed by a majority of the voting rights present at any annual meeting of the members.

Section 7 – By-Laws. The ASSOCIATION and its members shall be governed by the By-Laws which shall be adopted by the members.

Section 8 – Availability of Records. The ASSOCIATION shall make available to LOT OWNERS, prospective purchasers, first mortgagees, and insurers of first mortgagees of any LOT, current copies of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations and other books, records, financial statements, and the most recent annual audited financial statement of the

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ASSOCIATION, if such audited financial statement is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under reasonable circumstances. If the PLANNED UNIT DEVELOPMENT PROPERTY contains fifty (50) LOTS OR MORE, any holder of a first mortgage is entitled, upon request, to a financial statement for the immediately preceding fiscal year.

Section 9 – Reserve Fund. The ASSOCIATION shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the COMMON AREAS. The fund shall be maintained out of regular assessments for common expenses.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The DECLARANT, for each LOT by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION; (1) annual assessments or charges, and (2) special assessments for capital improvements to the COMMON AREA, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. The

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personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2 - Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the COMMON AREA, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3 - Uniform Rate of Assessment. The assessments herein described shall be fixed at a uniform rate for all LOTS.

Section 4 - Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all LOTS on the first day of the month following the issuance of a certificate of occupancy for the house constructed on said LOT. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The BOARD OF DIRECTORS shall fix the amount of the annual assessment against each LOT at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every OWNER subject thereto. The due dates shall be established by the BOARD OF DIRECTORS, and one-twelfth (1/12) of any annual maintenance or other special assessment shall be due each month. The

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ASSOCIATION shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION, setting forth whether the assessments on a specified LOT have been paid. A properly executed certificate of the ASSOCIATION as to the status of assessments on a LOT is binding upon the ASSOCIATION as of the date of its issuance.

Section 5 - Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of ten percent (10%) per annum. The ASSOCIATION may bring an action at law or in equity against the OWNER personally obligated to pay the same, foreclose a lien against the property, or seek injunctive relief, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such OWNER, by his acceptance of a deed to a LOT, hereby expressly vests in the ASSOCIATION the right and power to bring all actions against such OWNER personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the ASSOCIATION in a like manner as a mortgage lien on real property, and such OWNER hereby expressly grants to the ASSOCIATION a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the ASSOCIATION and shall be for the benefit of all LOT OWNERS. The ASSOCIATION, acting on behalf of the LOT OWNERS, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No OWNER may

waive or otherwise escape liability for the assessments provided for herein by non-use of the COMMON AREA or abandonment of his LOT.

Section 6 - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any LOT shall not affect the assessment lien. However, the sale or transfer of any LOT pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such LOT from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior OWNER from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE VIII
RESTRICTIONS UPON USE STRUCTURAL AND ARCHITECTURAL CHANGE

No OWNER, tenant, or other occupant of the PROPERTIES herein described shall, without the prior written consent of the BOARD OF DIRECTORS:

A. Paint or otherwise change the appearance of any exterior wall, door, window, terrace, balcony, or any exterior surface; enclose any terrace or balcony with screen, glass or other material; erect any exterior lights or signs; place any signs in windows; erect or attach any structures or fixtures to the COMMON AREA; nor make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the unit) to any unit or to the COMMON AREA. Any OWNER who wishes to accomplish any of the foregoing shall make such request in writing to the BOARD OF DIRECTORS, together with, if necessary, one (1) copy of the plans and specifications for the work proposed by the OWNER. In the event the BOARD

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OF DIRECTORS shall fail to approve or disapprove such request by an OWNER within sixty (60)days from the submission of the same to the BOARD OF DIRECTORS or of its designated representative, such approval will not be required, and this covenant shall be deemed to have been fully complied with, and nothing herein contained shall prevent or is intended to prevent an OWNER from maintaining or making repairs to his LOT so as to maintain his LOT in the condition existing at the time of purchase;

B. Permit loud and objectionable noises or obnoxious odors to emanate from the LOT or from vehicles which may cause a nuisance to the occupants of other LOTS;

C. Make any use of a LOT which violates any laws, ordinances, or regulations of any governmental body or governmental agency;

D. Fail to conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the COMMON AREA which may be adopted from time to time by the BOARD OF DIRECTORS of the ASSOCIATION.

E. Fail to comply with the obligations and terms and conditions of the AGREEMENT.

F. Erect, construct, or maintain any wire, radio, television or other type antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on the COMMON AREA, except with the written consent of the BOARD OF DIRECTORS;

G. Permit or suffer anything to be done or kept on the PROPERTIES which will increase insurance rates on any unit;

H. Commit or permit any nuisance upon the PROPERTIES herein described;

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I. Divide or subdivide a LOT into a smaller LOT or LOTS so as to create a LOT smaller in size than that shown by plat of the subdivision; provided, however, that an entire LOT may be combined with an entire adjacent LOT and occupied as one LOT;

J. Obstruct the common way of ingress and egress to the other *LOTS* or to the COMMON AREA;

K. Place or allow anything to remain in or on the COMMON AREA which would be unsightly or hazardous;

L. Allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, and each LOT and the COMMON AREA shall at all times be kept in a clean and sanitary condition. Garbage shall be placed in waterproof bags or similar containers before being placed in the appropriate receptacles;

M. Allow any fire or health hazard to exist;

N. Make use of the COMMON AREA in such manner as to abridge the equal rights of the other OWNERS or other parties to the use and enjoyment of same;

O. Permit a boat or boat trailer to be kept or maintained on the parking spaces or permit said parking spaces to be used for the storage of campers, motor homes, or any other vehicle, apparatus, or equipment (excluding passenger vehicles) without the written approval of the BOARD OF DIRECTORS;

P. Use the LOT for anything other than for residential purposes; said PROPERTIES are hereby restricted to residential dwellings for residential use only;

Q. No OWNER of a LOT shall repair any motor vehicle, boat, or other vehicle upon any portion of any LOT except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility;

R. Raise, breed, or keep animals, livestock, or poultry of any kind on any LOT, except that dogs, cats, and other household pets may be kept, subject to the rules and regulations adopted by the ASSOCIATION; provided that they are not kept, bred, or maintained for any commercial purpose;

S. Erect outbuildings or storage buildings of any kind upon the PROPERTY;

T. Cut or otherwise destroy any growing tree which is four (4) feet in height or more unless said growing tree becomes a hazard to person or property;

U. No action shall at any time be taken by the ASSOCIATION or its BOARD OF DIRECTORS which in any manner would discriminate against any OWNER or OWNERS in favor of the other OWNERS.

DECLARANT shall have the unilateral right, authority and ability to waive or modify each, or any of the foregoing "Restrictions Upon Use, Structural and Architectural Change," as to any single lot or building structure, or to any cumulative lots or building structures, within the sole discretion of the

Lakewood Townhomes Property Owners Association

DECLARANT, and as may be needed to waive violations thereof, for so long as DECLARANT owns a LOT within the PROPERTIES of properties described herein, any waiver or modification of the foregoing by DECLARANT shall be effective upon the execution of an instrument by DECLARANT specifying the nature of the waiver, or modification being granted, and the recording of said "Waiver of Restrictive Covenants" in the real property indexes in the Office of the Judge of Probate for Baldwin County, Alabama.

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1 - Obligation of Owner. Each OWNER shall, at his expense, maintain and repair his UNIT and LOT, keeping the same at all times in good condition and making such structural repairs as may be required.

Section 2 - Failure to Maintain. In the event an OWNER of any LOT in the PROPERTIES shall fail to maintain his LOT and improvements situated thereon as required herein in a manner satisfactory to the BOARD OF DIRECTORS, the ASSOCIATION, after approval by two-thirds (2/3) vote of the BOARD OF DIRECTORS, shall have the right, through, its agents and employees, to enter upon said parcel and to repair, maintain, and restore the LOT and the buildings and any other improvements erected thereon. The cost of the same shall be impair the structural soundness or integrity of another living LOT or impair added to and become a part of the assessment to which such LOT is subject.

Section 3 - Acts of Owner. An OWNER shall do no act nor any work that will any easement or hereditament nor any act nor allow any condition to exist which will

adversely affect any other living LOT or its OWNER. his account and may assess his property accordingly and, thereafter, be subrogated to any insurance proceeds.

ARTICLE X

INSURANCE

Each LOT OWNER shall and is hereby deemed responsible for maintaining sufficient insurance upon his or her LOT so as to provide full replacement value thereof in the event of a casualty, including, without limitation: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, and windstorm; and (3) flood insurance, if it can be obtained. Each LOT OWNER shall provide the ASSOCIATION with evidence that such insurance is in full force and effect. In the event an OWNER of any LOT in the PROPERTIES shall fail to maintain sufficient insurance as provided for herein, the ASSOCIATION, after approval by two-thirds (2/3) of the BOARD OF DIRECTORS, shall have the right to purchase said insurance, the cost of which shall become the personal obligation of the LOT OWNER and a lien on the LOT.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

In the event of a damage or destruction of all or part of the improvements on a LOT, the LOT OWNER shall be responsible for the prompt reconstruction and

repair of the improvements after such casualty; provided that should the LOT OWNER fail to repair or replace the improvements within a reasonable period, the ASSOCIATION may do so for his account and may assess his property accordingly and, thereafter, be subrogated to any insurance proceeds.

ARTICLE XII

AMENDMENT

Except as otherwise provided in Article VIII hereinabove, this Declaration shall be amended in the following manner:

Section 1 – Notice. Notice of the submatter of the proposed amendment shall be included in the notice of any meeting of the ASSOCIATION at which a proposed amendment is to be considered.

Section 2 - Resolution. An amendment may be proposed by either a majority of the BOARD OF DIRECTORS or by members holding one-third (1/3) of the votes of the ASSOCIATION. A resolution adopting a proposed amendment must be adopted by an affirmative vote of not less than a majority of the BOARD OF DIRECTORS and the consent of the OWNERS of the LOTS to which sixty-seven percent (67%) of the votes in the ASSOCIATION are allocated and the approval of fifty-one percent (51%) of the holders, of first mortgages on LOTS. If the mortgage so provides, for the purposes of this subparagraph, that a mortgagee holding a mortgage comprising a first lien upon any unit shall express its approval or disapproval of such resolution in writing, the expression of such mortgagee shall be deemed to be that of the unit OWNER, and any contrary expression by the OWNER of such unit shall be disregarded; provided, however, that until the DECLARANT of

the PLANNED UNIT DEVELOPMENT has completed and sold all of the LOTS in all phases of the PLANNED UNIT DEVELOPMENT or until the DECLARANT elects to terminate its control of the LOT, whichever shall occur first, no amendment may be made unless the DECLARANT shall join in the execution of such amendment nor shall any amendment make any change that would in any way affect the rights, privileges, or powers of the DECLARANT unless the DECLARANT shall join in the execution thereof.

Section 3 - Recording. A copy of each amendment shall be certified by the President and Secretary of the ASSOCIATION as having been duly adopted and shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

Section 4 – Agreement. In the alternative, an amendment may be made by and agreement signed and acknowledged by all record OWNERS, including all first mortgagees of LOTS in the PLANNED UNIT DEVELOPMENT in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

Section 5 – Governmental Regulations. DECLARANT can make any amendment to this Declaration that may be required by Federal or state law or regulations without complying with the terms of this Article XII.

If any provision or provisions of this Declaration or any section, sentence, clause, phrase, or word herein or the application thereof is in any circumstances hold invalid, the validity of the remainder of this DECLARATION and the application thereof shall not be affected thereby.

ARTICLE XIII

MISCELLANEOUS

Section 1 - Unrestrictive Right of Transfer. The right of a LOT OWNER to sell, transfer, or otherwise convey his LOT shall not be subject to any right of first refusal or a similar restriction.

Section 2 - Lease of Units. Units may be leased by the LOT OWNERS; provided, however, that such lease and the rights of any tenants thereunder are hereby expressly subject to the power of the ASSOCIATION to prescribe reasonable rules and regulations relating to the lease and rental of LOTS and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the BOARD OF DIRECTORS deems appropriate, including eviction.

Section 3 - Restrictions on Mortgaging Lots. Anything construed in any of the PLANNED UNIT DEVELOPMENT documents to the contrary, there shall be no restrictions concerning the on a LOT OWNER'S right to mortgage his LOT.

Section 4 - Regulations Reasonable regulations concerning the use of the PLANNED UNIT DEVELOPMENT property may be made by the DECLARANT and amended from time to time by the BOARD OF DIRECTORS of the ASSOCIATION.

Section 5 - Lender's Notices. Upon written request to the OWNER'S ASSOCIATION, identifying the name and address of the holder, insurer, or guarantor and the LOT number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Lakewood Townhomes Property Owners Association

- A. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- B. Any 60-day delinquency in the payment of assessments or charges owed by the OWNER of any LOT on which it holds a mortgage.
- C. A lapse, cancellation, or material modification of any insurance or fidelity bond maintained by the OWNER'S ASSOCIATION.
- D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the said BRELAND HOMES, INC., an Alabama corporation, has caused this Declaration to be executed on its behalf on this the 2nd day of October, 1992.

ATTEST: BRELAND HOMES, INC.
An Alabama Corporation

By: [Signature]
Its: [Signature]

By: [Signature]
Its: [Signature]

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned authority, in and for said County and State, hereby certify that Charles R. Breland (signed) whose name as president of BRELAND HOMES, INC., a corporation, is signed to the foregoing conveyance and who is known to me on this day that, being informed of the contents of the conveyance, the aforesigned, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this, the 2nd day of October, 1992.

Notary Public My Commission Expires:

8-25-95

CONSENT BY MORTGAGEE

The undersigned, SOUTHTRUST BANK, does hereby join in the execution of this Declaration for the purpose of consenting thereto.

DONE this the 2nd day of ^{reto.} October, 1992.

STATE OF ALABAMA)

COUNTY OF MADISON)

SOUTHTRUST BANK

BY: Its:

Lonnie Pardue
E. V. P.

2 PAGE 0767

I, the undersigned authority, in and for said County and State, hereby certify that Lonnie Pardue, whose name as Executive Vice President of SOUTHTRUST BANK, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, the aforesigned, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this the 2nd day of October, 1992.

(signed) Stephanie Nelson

Notary Public

My Commission Expires: 7-7-93

Lakewood Townhomes Property Owners Association

THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P. C.
Post Office Box 1031
Fairhope, Alabama 36533

And

David Vance Lucas
JOHNSTON, JOHNSTON & MOORE
400 Meridian Street, Suite 301
Huntsville, AL 35801
(205) 533-5770

COPY OF ORIGINAL DOCUMENT ON FILE IN
THE OFFICE OF

JUDGE OF PROBATE OF BALDWIN COUNTY AS SLIDE 1352B,
MISCELLANEOUS 72, PAGES 741-768.

STATE OF ALABAMA

COUNTY OF BALDWIN

SUPPLEMENTARY DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
LAKEWOOD TOWNHOMES, a Subdivision

RECORDED FILE 560
STATE OF ALABAMA
BALDWIN COUNTY
ICER...
FILED

SEP 20 8 58 AM '94

RECORDED FILE 79/1603-C4
JUDGE OF PROBATE

WHEREAS, Breland & Breland Partnership, an Alabama partnership, now known as Breland Builders, Inc., an Alabama corporation, herein called the "Declarant" for itself, its successors, grantees, and assigns, did by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 72, Pages 741-768, herein called the "Declaration", submit Lakewood Townhomes, a subdivision, to the Declaration as is evidenced by a plat recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 1352-B; and

WHEREAS, Declarant desires to submit additional property to the terms and conditions of the Declaration; the same as if said land had been originally included therein;

NOW, THEREFORE, Breland Builders, Inc., an Alabama corporation, hereby submits Lakewood Townhomes, Unit V, a subdivision, according to the map or plat thereof recorded on Slide 1506-B, to the terms and conditions of the Declaration, hereby specifying that all of the property described in the plat of Lakewood Townhomes, Unit V, a subdivision, shall be held, sold, and conveyed subject to the Covenants, Conditions and Restrictions set out in the Declaration recorded in Miscellaneous Book 72, Pages 741-768, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in Lakewood Villas, Unit V, a subdivision, or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

MISC 0079 PAGE 1603

This Supplementary Declaration of Covenants, Conditions and Restrictions shall extend the operation and effect of the Covenants, Conditions and Restrictions of the Declaration recorded in Miscellaneous Book 72, Pages 741-768, to cover said additional property.

IN WITNESS WHEREOF, the said Breland Builders, Inc., an Alabama corporation, has caused this instrument to be executed on its behalf on this the 20th day of September, 1994.

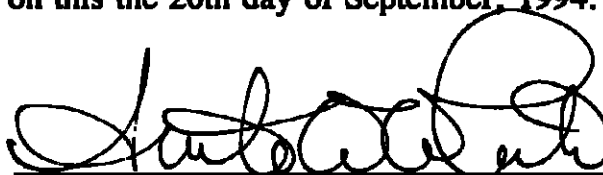
BRELAND BUILDERS, INC.,
an Alabama corporation

BY: 
Charles K. Breland, Jr.
As President

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Charles K. Breland, Jr., whose name as President of Breland Builders, Inc., an Alabama corporation, 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 20th day of September, 1994.


Notary Public
My Commission Expires 10/3/95

This Instrument Prepared By BAYLESS E. BILES of WILKINS, BANKESTER, BILES & WYNNE, P.A., Post Office Box 400, Bay Minette, Alabama, 36507.

STATE OF ALABAMA
COUNTY OF BALDWIN

RECORD FEE 5.00
STATE OF ALABAMA
BALDWIN COUNTY
1 CERTAIN "DECLARATION" WAS
FILED

SEP 20 8 58 AM '94

**SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKEWOOD TOWNHOMES, a Subdivision**

FILED
MIN. TA.
RECORDED
1994-09-20
JUDGE OF PROBATE

WHEREAS, Breland & Breland Partnership, an Alabama partnership, now known as Breland Builders, Inc., an Alabama corporation, herein called the "Declarant" for itself, its successors, grantees, and assigns, did by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 72, Pages 741-768, herein called the "Declaration", submit Lakewood Townhomes, a subdivision, to the Declaration as is evidenced by a plat recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 1352-B; and

WHEREAS, Declarant desires to submit additional property to the terms and conditions of the Declaration; the same as if said land had been originally included therein;

NOW, THEREFORE, Breland Builders, Inc., an Alabama corporation, hereby submits Lakewood Townhomes, Unit IV, a subdivision, according to the map or plat thereof recorded on Slide 1506-A, to the terms and conditions of the Declaration, hereby specifying that all of the property described in the plat of Lakewood Townhomes, Unit IV, a subdivision, shall be held, sold, and conveyed subject to the Covenants, Conditions and Restrictions set out in the Declaration recorded in Miscellaneous Book 72, Pages 741-768, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in Lakewood Villas, Unit IV, a subdivision, or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

MISC0079 PAGE 1601

This Supplementary Declaration of Covenants, Conditions and Restrictions shall extend the operation and effect of the Covenants, Conditions and Restrictions of the Declaration recorded in Miscellaneous Book 72, Pages 741-768, to cover said additional property.

IN WITNESS WHEREOF, the said Breland Builders, Inc., an Alabama corporation, has caused this instrument to be executed on its behalf on this the 20th day of September, 1994.

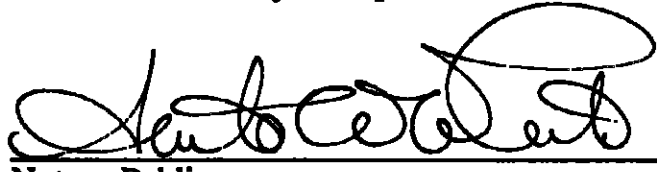
BRELAND BUILDERS, INC.,
an Alabama corporation

BY: 
Charles K. Breland, Jr.
As President

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Charles K. Breland, Jr., whose name as President of Breland Builders, Inc., an Alabama corporation, 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 20th day of September, 1994.


Notary Public
My Commission Expires 10/3/95

This Instrument Prepared By BAYLESS E. BILES of WILKINS, BANKESTER, BILES & WYNNE, P.A., Post Office Box 400, Bay Minette, Alabama, 36507.

MIST 0079 PAGE 1602

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

500
RECORDED
STATE OF ALABAMA
COUNTY
JUL 22 2 18 PM '93

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKEWOOD TOWNHOMES, a Subdivision

BOOK 74 1876
JULY 22 1893
JUDGE OF PROBATE

WHEREAS, Breland & Breland Partnership, an Alabama partnership, herein called the "Declarant" for itself, its successors, grantees, and assigns, did by that certain Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 72, Pages 741-768, herein called the "Declaration", submit Lakewood Townhomes, a subdivision, to the Declaration as is evidenced by a plat recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on Slide 1352-B; and

WHEREAS, Declarant desires to submit additional property to the terms and conditions of the Declaration; the same as if said land had been originally included therein;

NOW, THEREFORE, Breland & Breland Partnership, an Alabama partnership, hereby submits Lakewood Townhomes, Unit III, a subdivision, according to the map or plat thereof recorded on Slide 1408-B, to the terms and conditions of the Declaration, hereby specifying that all of the property described in the plat of Lakewood Townhomes, Unit III, a subdivision, shall be held, sold, and conveyed subject to the Covenants, Conditions and Restrictions set out in the Declaration recorded in Miscellaneous Book 72, Pages 741-768, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in Lakewood Villas, Unit III, a subdivision, or any part thereof,

MISC0074 PAGE 1876

their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

This Supplementary Declaration of Covenants, Conditions and Restrictions shall extend the operation and effect of the Covenants, Conditions and Restrictions of the Declaration recorded in Miscellaneous Book 72, Pages 741-768, to cover said additional property.

IN WITNESS WHEREOF, the said Breland & Breland Partnership, an Alabama partnership, has caused this instrument to be executed on its behalf on this the 22nd day of July, 1993.

BRELAND & BRELAND PARTNERSHIP,
an Alabama partnership

BY: 

Charles K. Breland, Jr.
As Partner

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Charles K. Breland, Jr., whose name as Partner of Breland & Breland Partnership, an Alabama partnership, 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal on this the 22nd day of July, 1993.


Notary Public
My Commission Expires: 10/3/95

ALABAMA STATE SEAL
ANITA W. WEST
NOTARY PUBLIC
10/3/95

This Instrument Prepared By:

BAYLESS E. BILES of
WILKINS, BANKESTER, BILES & WYNNE
Post Office Box 400
Bay Minette, Alabama 36507

MISC0074 PAGE 1877