

STATE OF ALABAMA
ELMORE COUNTY
FROM THE INSTRUMENT

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
COBBLESTONE RUN SUBDIVISION**

STATE OF ALABAMA)
ELMORE COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, ~~Legacy Homes, L.L.C.~~, is the owner of real property known as COBBLESTONE RUN SUBDIVISION (hereinafter referred to as "Subdivision"), located in Elmore County, Alabama, a more particular description of which appears on ~~Exhibit A attached hereto and made a part hereof, and~~ in Plat Book 11 Page 96 filed on 7/7/95, in Elmore County Probate office.

WHEREAS, ~~Legacy Homes, L.L.C.~~, desires to subject said property and each lot to be located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein;

NOW, THEREFORE, ~~Legacy Homes, L.L.C.~~, does hereby proclaim, publish and declare that all of the said lots in said Subdivision (herein "Lot" or "Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Restrictions which shall run with the land and shall be binding upon ~~Legacy Homes, L.L.C.~~, and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions. The Restrictions contained herein shall apply only to the Lots in Cobblestone Run Subdivision and shall not apply to any other land owned by ~~Legacy Homes, L.L.C.~~, unless specifically imposed upon such other land by a document or plat executed by Developer and recorded in the Office of the Judge of Probate of Elmore County, Alabama.

~~Legacy Homes, L.L.C.~~, shall from this point on be referred to as "Developer."

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ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein, to create reciprocal rights between the respective owners of said Lots; and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE
AND REQUIREMENTS OF CONSTRUCTION

Section 2.A. Concept. It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful environment. The concept of Cobblestone Run Subdivision is to provide harmony of architectural standards but not absolute conformity.

Section 2.B. Architectural Review Committee. The Architectural Review Committee (herein referred to as the "Committee") shall consist of Kenny Hayes.

The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans, for construction of improvements on the Lots within this Subdivision, in accordance with the provisions of these Covenants. The Committee shall have such other responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty, power or authority not provided for herein.

Section 2.C. Plan Approval. All plans and specifications for any structure, outbuilding, or improvement whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof, all finishes, the roofs, landscaping, and later changes or additions, after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require the approval in writing of the Committee before any work is

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commenced. The scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Commencement of construction prior to the receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, is strictly prohibited.

Section 2.D. Review Documents. One set of prints of the drawings and specifications (herein referred to as "plans") for each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of Legacy Homes, L.L.C., or such other location as may be designated by the Committee after terminating control as provided in Article 2.B., at least three (3) working days prior to the date construction is scheduled to commence. Each such plan must include the following:

All plans for structures shall not be less than 1/8" = 1' scale.

2. All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.

3. All plans must include a summary, specifications list of proposed materials and samples of exterior materials, including paint or other finish samples, which cannot be adequately described and of materials with which the Committee is unfamiliar.

Section 2.E. Design Criteria, Structure.

2-E-1. It is the intent of Cobblestone Run Subdivision to generally present a sound architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Architectural Review Committee.

- (a) Brick
- (b) Stone

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- (c) Stucco, synthetic plaster (e.g., dryvit)
- (d) Painted Wood Siding
- (e) Aluminum/Vinyl Siding
- (f) Masonite Siding
- (g) Natural-colored Asphalt Shingles or cedar shakes. White roofing of any material is NOT acceptable.
- (h) Paint must be approved by the Committee within 48 hours or 2 working days. White exteriors and light colors are preferred. Exceptions can be approved by the Committee.

2-E-2. Building Setbacks. All buildings must be at least 10 feet from any interior line and 25 feet from any road frontage. Pins for site of dwelling must be in and approved by the Committee before construction may begin.

2-E-3 Openings of garages should not be visible from the street.

2-E-4. All mailboxes shall be constructed and located according to plans and specifications approved by the Committee. This Subdivision will have mailboxes of like design, specifically designed by Doyle Bingham, and all Lot owners will conform to his design of said mailbox, which shall be approved by the Committee. Developer will place order for mailbox, cost of which will be paid by Lot owner at Lot closing.

2-E-5. Window, Window Treatments and Doors

(A) Reflective glass shall not be permitted on the front exterior of any dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(B) No aluminum colored windows shall be utilized on the front or sides of any dwelling. Cantilevered bay windows shall be approved by the Committee (which may require additional landscaping in front of such bay windows). Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen doors shall not be used on the front or side of any dwelling. No aluminum colored doors with glass fronts (e.g., storm doors) shall be allowed on the front of any dwelling.

(C) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

2-E-6. All fences, including fences for backyards, swimming pools, dog pens, gardens, horse stables or for any other purpose, must be approved by the Committee prior to construction.

2-E-7. No sign of any kind shall be displayed to the public view on any parcel except four (4) professional signs of not more than four square feet to advertise the property for sale or rent, or a service rendered, or a builder to advertise the property during the construction or sales period. No signs are to be nailed to any trees. All builders' and contractors' signs must be removed from the lot within 30 days after the house has been sold.

2-E-8. The Committee reserves the right to make exceptions to architectural guidelines in the event solar heating is to be used, such exceptions to be made on a case by case basis, considering the design's compatibility with the neighborhood.

2-E-9. No house shall have exterior concrete block walls or retainer walls.

Section 2.F. Construction Obligations.

2-F-1. During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways approved by the Committee and such vehicles must be parked on the building Lot where the construction is under way so as to not unnecessarily damage grass or trees outside of driveway right-of-way.

2-F-2. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.

2-F-3. During construction, builder must keep homes and garages clean and yards cut.

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2-F-4. All proposed exterior decorating or redecorating, including color changes, must be approved by the Committee or its successors or assigns.

2-F-5. **Underground Utilities.** All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Subdivision shall be installed and maintained below ground.

2-F-6. The Committee shall have the right to establish specific requirements for the pitch of any roof and the type of roofing materials which may be utilized for any dwelling. Roof pitch on the roof sections of the house should be no less than 7/12. Gables or dormers shall have a minimum roof pitch of 12/12, unless approved by the Committee.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

Section 3.1. All Lots in the Subdivision shall be known and described as residential Lots and shall be used for single family residential purposes exclusively. No lot may be altered in size unless a majority vote of Cobblestone Run Homeowners Association approves a change.

Section 3.2. Every dwelling building erected on a Lot in the Subdivision, exclusive of one story open porches, garages, carports and other finished spaces, shall each have a ceiling height of not less than seven (7) feet in all enclosed, heated, habitable areas and in dwellings of not less than 1,700 square feet of floor space.

Section 3.3. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the building lines shown on the recorded plat of Cobblestone Run Subdivision. All barns, guest houses, pool houses, storage houses or garages must be approved by the Committee and follow the architectural style of the dwelling. No auxiliary buildings shall be permitted in the front yard of any Lot.

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ARTICLE IV

GENERAL PROHIBITIONS AND REQUIREMENTS

Section 4.1. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

Section 4.2. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent them from becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, the Committee reserves the right, after ten (10) days' notice to any Lot owner, to enter upon any Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which, in the opinion of Developer or the Committee, detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. Developer or the Committee may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or in equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the Committee to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4.3. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition. The owner of each Lot shall contract with the proper authorized agent in Elmore County for the collection of trash, refuse and garbage.

Section 4.4. Only dogs and cats may be kept as household pets and each household is limited to a total of four (4) pets. Exotic animals must be approved by the Committee and no animals may be kept for commercial purposes.

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Section 4.5. No noxious, offensive or illegal activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial or business activity shall be conducted on any Lot unless approved in writing by the Committee.

Section 4.6. No oil or natural gas mining or exploration such as drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 4.7. No structure of a temporary character, trailer, basement, tent or shack shall be used at a time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion, is received by and approved by the Committee.

Section 4.8. Any dwelling or other structure on any Lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than ninety (90) days.

Section 4.9. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked in public view or stored on any road, street or driveway located in the Subdivision for any period of time in excess of 48 hours except in garages or on the rear part of the Lot. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Lot except in garages, barn, storage house or carport. The statement "in public view" shall be determined and/or interpreted by the Committee.

Section 4.10. There shall be no discharging of any type of firearm in the Subdivision or any surrounding area.

Section 4.11. No window air conditioners shall be permitted unless specifically approved as to location by the Committee.

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Section 4.12. All outside radio and T.V. antennas shall be installed in such a way as to be non-visible from the main road and where possible it should be placed on the back side of the chimney; otherwise, they must be placed on the back side of the roof. All satellite dishes must be in the rear yard and screened from view.

Section 4.13. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color of the roof covering.

Section 4.14. No individual sewage disposal system, grease traps, field lines or extension of field lines shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

Section 4.15. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

ARTICLE V

EASEMENTS

Section 5.1. Developer reserves for itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, to Elmore County and/or to the appropriate utility company or other companies, rights of way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear property line of each Lot and ten (10) feet in width along each side line of each Lot; with a further easement reserved to cut or fill a three to one slope along the boundaries of all public or private streets built in the Subdivision.

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Section 5.2. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. The Committee may cut drainways for surface water wherever and whenever such action may appear to the Committee to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. The provisions hereof shall not be construed to impose any obligation upon the Committee to cut such drainway. Cobblestone Run Homeowners Association is responsible for maintaining all drainage ways to the acceptance of any present or future standards required by the city engineer, county engineer, or the Committee. In the event that Cobblestone Run Homeowners Association does not complete said maintenance required by the city engineer within thirty (30) days of written notice to the Association, then in such event the owners of the Lots over and across which said easement or drainageway runs shall be personally responsible and liable for said maintenance. This provision shall run with the land and pertain to all present and future owners of the Lots in Cobblestone Run Subdivision over and across which said easements and drainageways run. Examples of future requirements would be of any trees that should obstruct the drainageways, any filling in of sedimentation of drainageways, or any form of obstruction of drainageways.

Section 5.3. The grantee in a deed to any Lot subject to the coverage of these Restrictions shall be deemed to have received by and through the grantee's receipt of said deed, an easement for ingress and egress over and upon the roadways as depicted on the recorded plat of Cobblestone Run Subdivision and any additional phases thereof made subject to these Restrictions as amended. The benefit of this easement for ingress and egress shall cover both vehicular and pedestrian use by the grantee, his heirs and assigns, family members, guests, invitees and employees of proper fire departments, police departments and the U.S. Postal Service.

Section 5.4. The Developer has entered into an agreement with Central Alabama Electric Cooperative to provide electric power to the improvements

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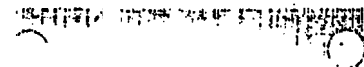
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constructed in the Subdivision. The agreement provides for underground distribution of said electric power to make the Subdivision more attractive. Because of the increased cost of Central Alabama Electric Cooperative in providing underground distribution, the agreement provides for the payment of a penalty if an owner uses natural or propane gas. Any penalties incurred by any Lot owner because of the use of natural or propane gas will be paid by the Lot owner and will not be an expense of the Developer.

ARTICLE VI

HOMEOWNERS ASSOCIATION

Section 6.1. Cobblestone Run Homeowners Association, Inc., a not for profit corporation, will be formed under the laws of the State of Alabama, and each person, partnership, corporation or other entity that purchases a Lot in this Subdivision is deemed to be and is a member of such Homeowners Association and by acceptance of such deed obligates himself to all requirements, commitments, restrictions and obligations as set forth in the Articles of Incorporation and Bylaws of such Homeowners Association. Each and every Lot owner and future Lot owner, by accepting a deed to a Lot or Lots in this Subdivision agrees to pay to the Homeowners Association all charges and fees levied by such Homeowners Association in accordance with the terms of the Articles of Incorporation and the Bylaws. It is agreed that the regular and special assessments, together with the interest and cost of collection, shall be charged on the land and constitute a continuing lien upon the Lot against which the assessment is made, except that such lien shall be subordinate to all recorded bona fide mortgages on the Lot or Lots to finance the purchase thereof. It is the sole responsibility of Cobblestone Run Homeowners Association for the upkeep of the common entrance area. Each assessment for semi-annual dues to pay the cost of such maintenance, together with such interest thereon and cost of collection thereof, shall be the personal obligation of each person owning such property at the time the assessment came due.



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HOMEOWNERS
ASSOCIATION

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ARTICLE VII

ENFORCEMENT

Section 7.1. In the event of a violation or a breach of any of these Restrictions, or any amendment thereto by any property owner, or family of such owner, or agent for such owner, the owner(s) of Lot(s), the Committee, Cobblestone Run Homeowners Association, Inc., or any other party to whose benefit these inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Committee nor any architect or agent thereof, nor the Developer shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these Restrictions, or amendments thereto.

Section 7.2. Each and every Lot owner and future Lot owners, in accepting a deed or contract for any Lot or Lots in Cobblestone Run Subdivision agrees to adhere to these Protective Covenants governing Cobblestone Run Subdivision. If said Lot owner(s) does not adhere to said Restrictions and legal action is taken against the party in violation of said Restrictions, then the Lot owner(s) in violation agrees to pay all attorney fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these Restrictions.

ARTICLE VIII

GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

Section 8.1. The grantee of any Lot subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from

Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these Restrictions and the agreements herein contained.

Section 8.2. Each and every Lot owner and future Lot owner, by accepting a deed or contract for any Lot or Lots in Cobblestone Run Subdivision, whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer or Cobblestone Run Homeowners Association, Inc., for any damage caused by such Lot owner or the contractor, agent or employees of such Lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line or sanitary sewer lines owned by Developer, the city or the county, or for which either has the responsibility, at the time of such damage.

Section 8.3. Each and every Lot owner and the future Lot owner, by accepting a deed or contract for any Lot or Lots in Cobblestone Run Subdivision, whether from Developer or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless Developer, its successors and assigns, and its agents, directors and employees, from and against any and all claims and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property or injury or death, including but not limited to Developer's contributory negligence, which may arise out of or be caused directly or indirectly by such owner's(s') Lot or Lots and/or the use of or construction on said Lot or Lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors or employees or subcontractors of such contractors or by any other person whomsoever. The indemnification by such owner as set forth above shall cover any and all expenses of Developer, its successors and assigns, including attorney fees resulting from any claims or demands.

Section 8.4. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in Cobblestone Run Subdivision, whether from Developer or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of such owner, or employees of contractors or subcontractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so

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as to protect the safety and health of the public, and the safety and health of such owner, his or her family, and such contractor and its employees and subcontractors.

ARTICLE IX

ADJOINING PROPERTY

Section 9.1. Developer owns real property adjoining Cobblestone Run Subdivision which it intends to develop in the future. Developer may place protective covenants on the adjoining property which may be identical to the ones which are set forth herein or Developer, at its sole option, may vary the protective covenants to fit what it perceives to be its marketing requirements.

ARTICLE X

TERM AND MODIFICATION

Section 10.1. These Restrictions shall run with the land and can be changed, modified, amended, altered or terminated only by a duly recorded written instrument, executed by Developer, its successors and assigns, until December 31, 1998, and thereafter by the then record owners (including mortgagees and other lienholders of record, if any) of seventy-five percent (75%) of the number of lots of this Subdivision.

ARTICLE XI

SEVERABILITY

Section 11.1. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the restrictions. Invalidation by any court of any Restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

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Section 11.2. Developer may include until December 31, 1998, in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Restrictions which will by their nature raise the standards of the Subdivision.

ARTICLE XII

CAPTIONS

Section 12.1. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to make or apply to the feminine or the neuter.

IN WITNESS WHEREOF, Legacy Homes, L.L.C., has caused this instrument to be properly executed on this 12th day of May, 1995.

LEGACY HOMES, L.L.C.

By: Kenny Hayes
Its: Member

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

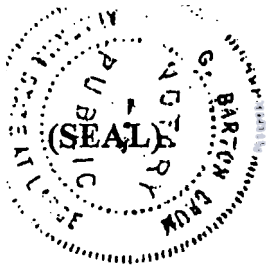
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Kenny Hayes, whose name as Member of Legacy Homes, L.L.C., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and

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with full authority, executed the same for and on behalf of said Legacy Homes, L.L.C.

Given under my hand and official seal, this 12th day of May, 1995.



G. Barton Crum

NOTARY PUBLIC

My Commission Expires: December 14 1996

This instrument was prepared by:

G. Barton Crum, Esq.
Parnell, Crum & Anderson, P.A
P.O. Box 2189
Montgomery, AL 36102-2189
(334) 832-4200

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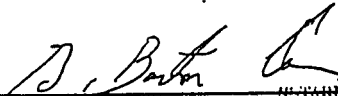
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Ret- Larry Spinks

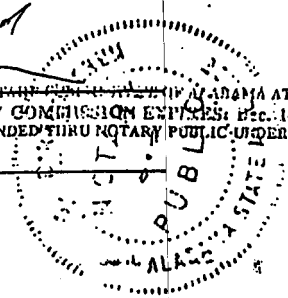
certify that **Douglas Scott Anderson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the 28th day of July, 1995



NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Dec. 14, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



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STATE OF ALABAMA
ELMORE COUNTY
REGISTERED INSTRUMENTS

STATE OF ALABAMA
MONTGOMERY COUNTY

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JOINDER AND PLAT

I, the undersigned, **DOUGLAS SCOTT ANDERSON**, by execution hereof, do hereby approve the plat of Cobblestone Run, Plat No. 1, as recorded in the Office of the Judge of Probate of Elmore County, Alabama, in Plat Book 11, at page 96, and as owner of said property by this instrument do hereby dedicate the property in said plat as follows:

DEDICATION

I, **DOUGLAS SCOTT ANDERSON**, as owner, have caused the land embraced in the within plat to be surveyed, laid out and platted to be known as Cobblestone Run, Plat No. 1, located in Section 8, Township 18 N., Range 17 E., Elmore County, Alabama, and its streets, drives, alleys, easements, etc., shown on said plat are herein dedicated to the use of the public.

Dated this 28th day of July, 1995.

SAT