

State of Alabama

RESTRICTIONS

County of Jefferson

Dated: February 1, 1979

COUNTRYWOOD

Known ALL Men by These Presents:

WHEREAS, Residential Land Co., is the owner of the following described lots lying and being in Jefferson County, Alabama:

Lots 1 through 17 and 110 through 150, inclusive, in Countrywood situated in the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, Recorded in Map Book 181, Page 52.

WHEREAS, The said Corporation is desirous of establishing certain building restrictions and limitations applicable to all lots in said survey:

NOW THEREFORE, The undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in said Survey of Countrywood, which building restrictions and limitations are as follows:

A. RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and play houses or storage houses which conform with the architectural design, materials and decor of the surroundings.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section labeled Architectural Control Committee. The committee shall have the power to alter restrictions when in its judgement such exception would not adversely affect the value of adjoining property.

A-3. DWELLING SIZE. One level Rancher or with basement 1900 square feet heated; split level 1900 square feet heated; split foyer 1750 square feet heated on main level, 600 square feet heated down with 2350 square feet heated total; story and one-half 1350 square feet heated on main level, 600 square feet heated up with 2300 square feet heated total; two story 1100 square feet heated on main level, 1100 square feet heated up with 2200 square feet heated total.

A-4. BUILDING LOCATION. As per applicable Governmental body's requirements.

A-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-6. NUISANCES. No offensive activity shall be carried on upon any lot.

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the Sub-division for any period of time in excess of 48 hours except in carports, garages, or rear yards. (Any exception to the above will be ruled on by the Architectural Control Committee on an individual basis.)

Lot 1-10

A-9. No outside clothes lines shall be permitted.

A-10. Any dwelling or other structures on any lot in the Sub-division 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 sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than ninety (90) days.

A-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

A-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

A-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-14. No garage or carport to open to front.

B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP. The Architectural Control Committee is composed of the following: Board of Directors of Residential Land Co., Inc. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISION.

C-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

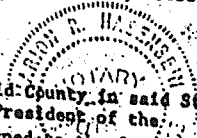
C-3. SEVERABILITY. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHERE OF, The said Residential Land Co., Inc. a corporation, by Richard M. Baker, its President, who is duly authorized to execute this instrument, and who has hereto set his signature or corporate seal, this day of , 1979.

RESIDENTIAL LAND COMPANY, INC.

By: *Richard M. Baker*  
Richard M. Baker, President

STATE OF ALABAMA  
JEFFERSON COUNTY



I, the undersigned Notary Public, in and for said County in said State, hereby certify that Richard M. Baker, whose name as President of the Residential Land Company, Inc., a corporation, is signed to the foregoing instrument on this day that, with full authority, executed the same voluntarily.

*Aaron R. Hines*



State of Alabama  
County of Jefferson

REAL 2056 PAGE 972

RESTRICTIONS

Dated: May 6, 1981

COUNTRYWOOD SECOND SECTOR

Known All Men By These Presents:

WHEREAS, Residential Land Co., Inc., and Kloran Construction Co., Inc., are the owners of the following described lots lying and being in Jefferson County, Alabama:

Lots 18 through 22 and 74 through 109, inclusive, in Countrywood situated in the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, Recorded in Map Book 128, Page 9.

WHEREAS, The said Corporation is desirous of establishing certain building restrictions and limitations applicable to all lots in said survey:

NOW THEREFORE, The undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in said Survey of Countrywood, which building restrictions and limitations are as follows:

A. RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and play houses or storage houses which conform with the architectural design, materials and decor of the surroundings.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section labeled Architectural Control Committee. The committee shall have the power to alter restrictions when in its judgement such exception would not adversely affect the value of adjoining property.

A-3. DWELLING SIZE. One level Rancher or with basement 1900 square feet heated; split level 1900 square feet heated; split foyer 1750 square feet heated on main level, 600 square feet heated down with 2350 square feet heated total; story and one-half 1350 square feet heated on main level, 600 square feet heated up with 2300 square feet heated total; two story 1100 square feet heated on main level, 1100 square feet heated up with 2200 square feet heated total.

A-4. BUILDING LOCATION. As per applicable Governmental body's requirements.

A-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-6. NUISANCES. No offensive activity shall be carried on upon any lot.

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the sub-division for any period of time in excess of 48 hours except in carports, garages, or rear yards. (Any exception to the above will be ruled on by the Architectural Control Committee on an individual basis.)

A-9. No outside clothes lines shall be permitted.

lots 74-85

A-10. Any dwelling or other structures on any lot in the Sub-division 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.

A-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

A-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

A-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-14. No garage or carport to open to front.

**B. ARCHITECTURAL CONTROL COMMITTEE.**

B-1. MEMBERSHIP. The Architectural Control Committee is composed of the following: Board of Directors of Residential Land Co., Inc. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**C. GENERAL PROVISION.**

C-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

C-3. SEVERABILITY. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHERE OF, The said Residential Land Co., Inc. a corporation, by Richard M. Baker, its President and Kieran Construction Co., Inc. a corporation, by Robert E. Kieran, its President, who is duly authorized to execute this instrument, and who has hereto set his signature or corporate seal, this the 7 day of May, 1981.

RESIDENTIAL LAND COMPANY, INC.

By: *Richard M. Baker*  
Richard M. Baker, President

KIERAN CONSTRUCTION CO., INC.

By: *Robert E. Kieran*  
Robert E. Kieran, President

STATE OF ALABAMA

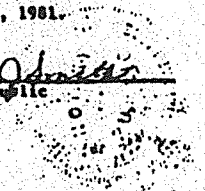
REAL 2056 PAGE 974

JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Richard H. Baker, whose name as President of Residential Land Co., Inc., a Corporation and Robert E. Kieran, whose name as President of Kieran Construction Co., Inc, a Corporation, is signed to the foregoing instrument on this day that, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 7 day of May, 1981.

*Virginia J. ...*  
Notary Public



STATE OF ALABAMA  
RECORDS & INSTRUMENTS  
DEPT. OF REVENUE  
REAL 2056 PAGE 972  
MAY 12 8 50 AM '81  
RECORDED IN TAX  
& S... TA... SEEN  
PO. ON THIS INSTRUMENT.  
53

State of Alabama  
County of Jefferson

2366 26

RESTRICTIONS

Dated: July 18, 1983

COUNTRYWOOD THIRD SECTOR, PHASE I

Known All Men By These Presents:

WHEREAS, Residential Land Co., Inc., and Kieran Construction Co., Inc., are the owners of the following described lots lying and being in Jefferson County, Alabama:

Lots 23 through 25, lots 53 through 64 and lots 66 thru 73, inclusive, in Countrywood situated in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, Recorded in Map Book 136, Page 12.

WHEREAS, The said Corporation is desirous of establishing certain building restrictions and limitations applicable to all lots in said survey:

NOW THEREFORE, The undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in said Survey of Countrywood, which building restrictions and limitations are as follows:

A. RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and play houses or storage houses which conform with the architectural design, materials and decor of the surroundings.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section labeled Architectural Control Committee. The committee shall have the power to alter restrictions when in its judgement such exception would not adversely affect the value of adjoining property.

A-3. DWELLING SIZE. One level Rancher or with basement 1900 square feet heated; split level 1900 square feet heated; split foyer 1750 square feet heated on main level, 600 square feet heated down with 2350 square feet heated total; story and one-half 1350 square feet heated on main level, 600 square feet heated up with 2300 square feet heated total; two story 1100 square feet heated on main level, 1100 square feet heated up with 2200 square feet heated total.

A-4. BUILDING LOCATION. As per applicable Governmental body's requirements.

A-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-6. NUISANCES. No offensive activity shall be carried on upon any lot.

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

A-8. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the Sub-division for any period of time in excess of 48 hours except in carports, garages, or rear yards. (Any exception to the above will be ruled on by the Architectural Control Committee on an individual basis).

A-9. No outside clothes lines shall be permitted.

A-10. Any dwelling or other structures on any lot in the Sub-division 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 sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than ninety (90) days.

A-11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

A-12. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

A-13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

A-14. No garage or carport to open to front.

B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP. The Architectural Control Committee is composed of the following: Board of Directors of Residential Land Company, Inc. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISION.

C-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

C-3. SEVERABILITY. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHERE OF, The said Residential Land Company, Inc, a corporation, by Richard M. Baker, its President and Kieran Construction Company, Inc. a corporation, by Robert E. Kieran, its President, who is duly authorized to execute this instrument, and who has hereto set his signature or corporate seal, this the day of July, 1983.

RESIDENTIAL LAND COMPANY, INC.

BY:   
Richard M. Baker, President

KIERAN CONSTRUCTION COMPANY, INC.

BY:   
Robert E. Kieran, President

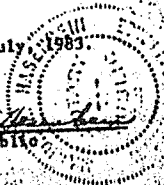


STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Richard M. Baker, whose name as President of Residential Land Company, Inc., a Corporation and Robert E. Kieran, whose name as President of Kieran Construction Company, Inc., a Corporation, is signed to the foregoing instrument on this day that, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20 day of July, 1983.

*Marion R. ...*  
Notary Public



STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 2366 PAGE 26  
1983 JUL 27 PM 1:15  
RECORDED IN THE PUBLIC RECORDS  
BOOK 1234 PAGE 550  
*O. H. ...*  
JUDGE OF PROBATE

FILED

STATE of ALABAMA  
COUNTY of JEFFERSON

MAP 2456 P.M. 681

RESTRICTIONS

DATE: January 26, 1984

REC'D

COUNTRYWOOD THIRD SECTOR, PHASE II

Known All Men By These Presents:

WHEREAS, Residential Land Co., Inc., is the owner of the following described lots lying and being in Jefferson County, Alabama:

Lots 26 through lot 52, inclusive, in Countrywood situated in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 32, Township 18 South, Range 2 West, Jefferson County, Alabama, Recorded in Map Book 132, Page 76.

WHEREAS, The said Corporation is desirous of establishing certain building restrictions and limitations applicable to all lots in said survey:

NOW THEREFORE, The Undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in said Survey of Countrywood, which building restrictions and limitations are as follows:

A. RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and play houses or storage houses which conform with the architectural design, materials and decor of the surroundings.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section labeled Architectural Control Committee. The committee shall have the power to alter restrictions when in its judgement such exception would not adversely affect the value of adjoining property.

A-3. DWELLING SIZE. One level Rancher or with basement 1900 square feet heated; split level 1900 square feet heated; split foyer 1750 square feet heated on main level, 600 square feet heated down with 2350 square feet heated total; story and one-half 1350 square feet heated on main level, 600 square feet heated up with 2300 square feet heated total; two story 1100 square feet heated on main level, 1100 square feet heated up with 2200 square feet heated total.

A-4. BUILDING LOCATION. As per applicable Governmental body's requirements.

A-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-6. NUISANCES. No offensive activity shall be carried on upon any lot.

A-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

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A-9. No outside clothes linen shall be permitted.

A-10. Any dwelling or other structures on any lot in the Sub-division 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.

A-11 SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for sale or rent or signs used by the builder to advertise the property during the construction and sales period.

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B. ARCHITECTURAL CONTROL COMMITTEE.

B-1 MEMBERSHIP. The architectural Control Committee is composed of the following: Board of Directors of Residential Land Company, Inc. A majority of the Committee may designate a representative to act for it. Neither members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. GENERAL PROVISION.

C-1 TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2 ENFORCEMENT. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

C-3 SEVERABILITY. Invalidation of any of these covenants by judgement of court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHERE OF, The said Residential Land Company, Inc., a corporation, by Richard M. Baker, its President, who is duly authorized to execute this instrument, and who has hereto set his signature or corporate seal, this the 30 day of January, 1984.

RESIDENTIAL LAND COMPANY, INC.

BY: *Richard M. Baker*  
Richard M. Baker, President

STATE OF ALA. JEFFERSON CO.  
REAL 2456 PAGE 681  
FEB 2 12 34 PM '84

STATE OF ALABAMA 4.00  
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Richard M. Baker, whose name as President of Residential Land Company, Inc., a Corporation is signed to the foregoing instrument on this day that, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30 day of January, 1984

*Jerome H. Bellings*  
Notary Public