

I. The undersigned, and only the undersigned, may include in any contract or deed thereafter made, any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

J. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or person owning any lot in said subdivision: (a) to prosecute at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restrictions for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

K. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (1) mutual, equitable servitude upon each lot within such subdivision, (2) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision, and (3) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

L. Prohibited Construction. No construction on any lot shall be permitted or commenced until such time as all impact fees and connection costs shall have been paid by the lot owner.

M. Amendment or Cancellation by Developer: The developer reserves the right to unilaterally amend, cancel, change, delete and/or grant a variance for any of the restrictions and limitations in this Declaration.

IN WITNESS WHEREOF, the said developer has executed this instrument on the 5th day of AUGUST, 1994.

BY:

Rodney McGinnis

ITS:

Vice President

Inst # 1994-24553

08/05/1994-24553  
12:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 21.00

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rodney McGinnis, as Vice President of Yellowleaf Estates, Inc., whose name 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, he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and seal this the 5th day of AUGUST, 1994.

Sumner B. Higgins Jr.  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Mar. 21, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires: \_\_\_\_\_