

STATE OF ALABAMA

LAUDERDALE COUNTY

119

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Bobby H. Ray and wife, Jean J. Ray and T. L. Ray and wife, Ruth G. Ray, are the owners of the tract of land located in Lauderdale County, Alabama, and being more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

WHEREAS, the above named parties are willing and desirous of impressing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tracts, and

WHEREAS, the parties hereto contemplate selling off tracts of land out of the above described property to members of the public for a valuable consideration, having an average size of approximately one (1) acre,

NOW, THEREFORE, in consideration of the parties hereto mutually agreeing to impress the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land and in further consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid by the parties hereto one to the other, the receipt whereof is hereby acknowledged, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on each of the above described tracts of land:

1. All tracts covered by these covenants as above described shall be used only as residential lots.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement..

or any other type of similar structure be allowed or permitted to remain on said lot. Provided however, no garage, barn or other outbuilding shall be erected or constructed without the first prior approval of the plans and specifications of said improvement by the Architectural Control Committee.

3. All dwelling constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1500 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

5. No animals or livestock of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

6. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction shall at all times meet

the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments.

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

8. No sign of any kind shall be displayed in public view on any lot except one professionally prepared sign advertising the property for sale, or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof, except as approved by the Architectural Control Committee.

9. No building shall be located on any lot nearer than 100 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

10. If the parties hereto, or any of them, or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation, or corporations, or any other legal entity owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

11. The use of concrete block, composition or asphalt

exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

12. (a) The Architectural Control Committee is composed of Bobby H. Ray, Jean J. Ray, T. L. Ray and Ruth G. Ray. A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(b) 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) The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building set-back line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

13. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property covered by these covenants and any material inference by any property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

IN WITNESS WHEREOF, the undersigned hereby adopt, ratify and confirm the foregoing by hereunto setting their hands and affixing their seals this 22 day of July, 1977.

Bobby H. Ray (SEAL)
Bobby H. Ray

Jean J. Ray (SEAL)
Jean J. Ray

T. L. Ray (SEAL)
T. L. Ray

Ruth G. Ray (SEAL)
Ruth G. Ray

COLBERT-BROWNS FERRY FEDERAL
CREDIT UNION

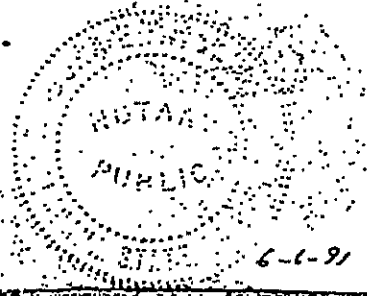
BY: Mrs. Mary A. Ray (SEAL)

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said State and County aforesaid, hereby certify that Bobby H. Ray and wife, Jean J. Ray and T. L. Ray and wife, Ruth G. Ray, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of July, 1977.



Robert L. Whitman
NOTARY PUBLIC

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STATE OF ALABAMA

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COUNTY OF Lauderdale

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____

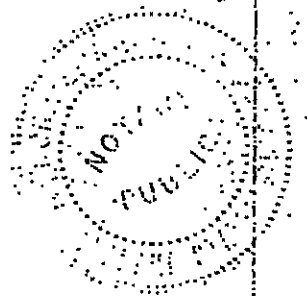
Mr. A. Bok, whose name as Assistant Treasurer of Colbert-Browns Ferry Federal Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22 day of July, 1977.

Dorcas E. Sullivan
NOTARY PUBLIC

MY TERM EXPIRES 6-6-81

This Instrument Prepared by:
Harold G. Peck
Attorney at Law
Florence, Alabama



NOTICE OF AMENDMENT TO
THE ARCHITECTURAL CONTROL COMMITTEE
OF BEECH SPRINGS SUBDIVISION

Come now the following present record owners in the Beech Springs Subdivision, including Thaddens and Melissa Chandler, Michel and Ashley Himber, Sam and Pat Anderson, Keith and Cherie Horton, Robert and Carolyn Horton, Pam and Norman Strange, Susan and Dawayne Mitchell, Ronald Jackson, Hartsell and Colleen Phillips, Rickie and Robbie Mitchell, Jerry and Jerrie Mae Moore, Chad and Alisha Crunk, together creating a majority of record lot owners, pursuant to the Restrictive Covenants duly filed in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1120, Pages 1155-1160, and specifically pursuant to Section 12(a) of those Restrictive Covenants, do hereby give notice to the present Architectural Control Committee comprised of Bobby H. Ray, Jean J. Ray, T. L. Ray, and Ruth G. Ray that the above listed record owners do hereby desire to change the membership of the Architectural Control Committee.

The above specifically listed record owners of Beech Springs Subdivision desire to remove Bobby H. Ray, Jean J. Ray, T. L. Ray and Ruth G. Ray from the Architectural Control Committee.

The above listed record owners do hereby desire to install new members on the Architectural Control Committee as follows: Each and every record owner of a lot in the Beech Springs Subdivision.

A majority of the committee may designate a representative or representatives to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event that a record owner in the Beech Springs Subdivision transfers, sells, or loses his or her interest in property located in the Beech Springs Subdivision, the purchaser and/or person of interest of said property will automatically become a member of the Architectural Control Committee, and the former owners or persons with interest in the property will be automatically removed from the Architectural Control Committee.

The restrictive covenants duly filed in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1120, Pages 1155-1160, shall remain in full force and effect. Any request to waive, alter or amend any duly recorded restrictive covenant shall be in the Architectural Control Committee's sole discretion. In the event a request for waiver, alteration, or amendment to any restrictive covenant is made, said request must be in writing and provided to each member of the Architectural Control Committee. A vote for approval or disapproval will be made by the Architectural Control Committee on the first Thursday following two full calendar weeks' notice of the request.

The Committee's approval or disapproval, as required in these covenants, shall be in writing. Any record owner in the Beech Springs Subdivision who desires not to participate in the vote to approve or disapprove the request or objects in any way to the request and/or vote shall voice their opposition in writing and provide written notice to the remaining members of the Architectural Control Committee; otherwise, any

56.00

The Committee's approval or disapproval, as required in these covenants, shall be in writing. Any record owner in the Beech Springs Subdivision who desires not to participate in the vote to approve or disapprove the request or objects in any way to the request and/or vote shall voice their opposition in writing and provide written notice to the remaining members of the Architectural Control Committee; otherwise, any objection or opposition concerning any request and/or vote will be waived.

Approval or disapproval of any request to waive, alter or amend any restrictive covenant will be by simple majority of voting record owners.

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.

Compliments of Alabama Land Services, Inc.

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The Architectural Control Committee shall have the full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter, or amend any building setback line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

This Amendment to the Architectural Control Committee of the Beech Springs Subdivision only alters or amends the present make up of the Architectural Control Committee. This Amendment does not amend, change or in any way alter the Restrictive Covenants applicable to the Beech Springs Subdivision duly filed in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1120, Pages 1155-1160.

Dated this 2nd day of May, 2008.

Thaddens Chandler

Melissa Chandler

Michel Himber

Ashley Himber

Sam Anderson

Pat Anderson

Keith Horton

Cherie Horton

Robert Horton

Carolyn Horton

Pam Strange

Norman Strange

Susan Mitchell

Dewayne Mitchell

Hartsell Phillips

Colleen Phillips

Jeri Mae More

Jerry L. More

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

The Architectural Control Committee shall have the full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter, or amend any building setback line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

This Amendment to the Architectural Control Committee of the Beech Springs Subdivision only alters or amends the present make up of the Architectural Control Committee. This Amendment does not amend, change or in any way alter the Restrictive Covenants applicable to the Beech Springs Subdivision duly filed in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1120, Pages 1155-1160.

Dated this 27 day of March, 2008.



Thaddeus Chandler



Melissa Chandler

Peter Gringrass

Kevin Estes

Michel Himber

Ashley Himber

Sam Anderson

Pat Anderson

Keith Horton

Cherie Horton

Robert Horton

Carolyn Horton

Pam Strange

Norman Strange

Susan Mitchell

Dewayne Mitchell

Hartsell Phillips

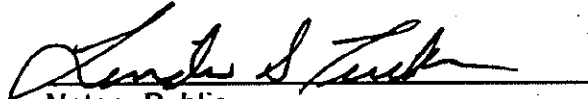
Colleen Phillips

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Michel Himber and Ashley Himber, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of March, 2008.



Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES AUG. 1, 2011

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Sam Anderson and Pat Anderson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Keith Horton and Cherie Horton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Robert Horton and Carolyn Horton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

2008.

Given under my hand and official seal this 16th day of March,

Phene Cornan-Woods
Notary Public
My Commission Expires: 12-5-2008

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Pam Strange and Norman Strange, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

2008.

Given under my hand and official seal this _____ day of _____,

Notary Public

My Commission Expires: _____

Compliments of Alabama Land Services, Inc.

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Chad and Alisha Crunk, whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Ronald Jackson, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25 day of March, 2008.

Nancy B. Murphy
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES 11/11/2011



Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Hartsell Phillips and Colleen Phillips, whose names are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of March 2008
2008.

Sheila Phillips
Notary Public
My Commission Expires: 6/25/2009

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Rickie Mitchell and Robbie Mitchell, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____,
2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Jerry Moore and Jerrie Mae Moore, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Susan Mitchell and Dawayne Mitchell, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of March 2008.

Dawayne Mitchell

Susan Mitchell

TERESA DANLEY

Notary Public

My Commission Expires: 5/6/2009

Compliments of Alabama Land Services, Inc.

ACKNOWLEDGMENT

State of Alabama

County of Lauderdale

On April 3, 2008, Aisha Crunk
personally appeared before me,

☒ who is personally known to me

☐ whose identity I proved on the basis of _____

☐ whose identity I proved on the oath/affirmation of _____

a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Ponandi Clark
Notary Public

My commission expires: MY COMMISSION EXPIRES MARCH 15, 2009

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Jerry Moore and Jerrie Mae Moore, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of APRIL,
2008.

John Lynn Moore
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 6, 2010

Jerry Moore
Jerrie Mae Moore

Compliments of Alabama Land Services, Inc

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Michel Himber and Ashley Himber, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Sam Anderson and Pat Anderson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Keith Horton and Cherie Horton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of April, 2008.

Keely Adomiyet
3-9-09

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Michel Himber and Ashley Himber, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Sam Anderson and Pat Anderson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of April, 2008.

Kelly Adomiety
Notary Public
My Commission Expires: 3-9-09

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Keith Horton and Cherie Horton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Robert Horton and Carolyn Horton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Pam Strange and Norman Strange, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of March, 2008.

Cynthia J. Webb
Notary Public

MY COMMISSION EXPIRES 05-03-2010

My Commission Expires: _____

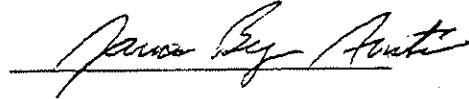
Compliments of Alabama Land Services, Inc.

State of Alabama

Lauderdale County

I, the undersigned authority, a Notary Public in for the State and county aforesaid, hereby certify that Michel and Ashley Himber, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of May, 2008.



Notary Public

My commission expires : 3/18/2010

Compliments of Alabama Land Services, Inc.


STATE OF ALABAMA

RLPY 2008 23072

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Thaddeus Chandler and Melissa Chandler, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of March, 2008.



Notary Public

My Commission Expires: 03/09/2011

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Peter Gringrass, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Kevin Estes, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2008.