

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE MOBILE COMMERCE PARK

ADOPTED JULY 11, 1989

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE MOBILE COMMERCE PARK

This Declaration made on the date hereinafter set forth by The Industrial Park Board of Mobile County (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

Whereas, an industrial park known as the "Mobile Commerce Park" is being developed on real property owned by Declarant in Mobile County, Alabama, which industrial park includes the real property described in Article II of this Declaration;

Whereas, Declarant desires to subject that real property described in Article II of this Declaration to these protective covenants, restrictions, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of said property, and to make provisions for subjecting other real property which may be developed as a part of said industrial park to this Declaration or to other declarations containing protective covenants, restrictions, easements and liens;

Now, Therefore, Declarant hereby declares that the real property described in Article II, Section 2.01 of this Declaration is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the protective covenants, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "Covenants and Restrictions") hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this Declaration pursuant to the provisions of Article VIII hereof,

shall, from and after the filing of record of a supplementary declaration as described in said Article VIII be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Declaration which are specified in such supplementary declaration.

Every grantee of any interest in the above described real property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have assented to said terms and conditions.

ARTICLE I

DEFINITIONS AND PROVISIONS OF GENERAL APPLICATION

Section 1.01 DEFINITIONS

Certain terms used in this Declaration are defined herein. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise. The following terms are defined terms under this Declaration.

Board: The "Board", sometimes herein referred to as "Declarant", shall mean and refer to The Industrial Park Board of Mobile County.

Building Site: "Building Site" shall mean each tract or

parcel of real property conveyed by the Board or an Owner and which is a part of the Park. For the purposes hereof any adjoining or contiguous property conveyed by the Board to the Owner of the Building Site shall be deemed a part of the Building Site owned by said Owner.

Common Areas/Common Facilities: "Common Areas/Common Facilities" shall mean all areas, presently or hereafter, designated as drainage and/or utility easements as depicted on the Subdivision Plat recorded in Map Book 46, Page 42, Probate Court of Mobile County, Alabama, excluding any areas designated as public rights of way or said Subdivision Plat may be subsequently resubdivided and replated.

Improvement(s): "Improvement(s)" shall mean any and all Building Site development(s), betterment(s), modification(s), or construction, including but not limited to, buildings, structures, walks, towers, tanks, patios, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduit, excavations and grading. Routine maintenance is not an Improvement.

Nuisance: A "Nuisance" shall include but not be limited to any usage of a Building Site that:

- (a) So annoys, disturbs or affects the Owners and/or Occupants of any other Building Site or other property within the Park or the owners and/or occupiers of the property contiguous to the Park so as to obstruct or interfere with the reasonable or compatible use of such other Building Site or

property or so as to render usage of the Building Site dangerous or damaging to persons or property thereon;

- (b) Violates federal, state, county or municipal law;
- (c) Violates, in whole or in part, the terms and conditions of these Covenants and Restrictions or of the Development Standards.

Occupant: "Occupant" shall mean an entity which may or may not also be an Owner and may be either an individual, corporation, joint venture, partnership or association which has purchased, leased, rented or otherwise occupies and/or uses any Building Site or has the right, whether or not exercised, to occupy and/or use any Building Site, or portion thereof.

Owner: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Building Site located in the Park and shall include the owner's heirs, executors, administrators and assigns, including contract sellers and excluding those having such interest merely as security for the performance of an obligation.

Park: "Park" shall mean the Mobile Commerce Park, which includes the property described in Article II, Section 2.01 hereof and shall include such other property as may be made subject to this Declaration by supplementary declaration pursuant to the provisions of Article VIII hereof.

Section 1.02 CONSTRUCTION OF CERTAIN TERMS

For all purposes of this Declaration, except as otherwise

expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words of the masculine gender shall be deemed and to include correlated words of the feminine and neuter gender.
- (b) "Declaration" means this instrument as originally executed or as it may from time to time be supplemented or amended.
- (c) All references of this instrument to designated "Articles", "Sections", and other subdivisions are to the designated Articles, Sections or other subdivisions of this instrument. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Declaration as a whole and not to any particular Article, Section or other subdivision.
- (d) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

Section 1.03 TITLES AND HEADINGS

The titles and headings of the Articles and headings of the Sections of this Declaration are not a part of this Declaration and shall not be deemed to affect the meaning or construction of any of its provisions.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 PROPERTY HEREBY SUBJECTED TO THIS DECLARATION

The property which is, by the recordings of this Declaration, subject to the covenants, restrictions, easements, assessments and liens hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered by this Declaration is described as follows:

Beginning at the Southwest Corner of Section 37, Township 5 South, Range 2 West, Mobile County, Alabama, run north 00°-27'-28" West along the West line of said Section 37 a distance of 641.77 feet to a point on the South right of way line of Todd Acres Drive (80-foot right of way); thence along said South right of way line as follows: South 88°-14'-12" East 282.07 feet to a point of intersection, North 89°-24'-20" East 1,795.80 feet to the P.C. of a 781.94-foot radius curve to the left, Northeastwardly along the arc of said curve 490.26 feet to a point, South 82°-43'-39" East 207.57 feet, North 53°-30'-52" East 470.3 feet, South 72°-48'-25" East 122.38 feet to a point on the West right of way line of Range Line Road, thence along said West right of way line as follows: South 35°-19'-53" East 170.15 feet, South 30°-16'-38" East 1,014.70 feet to a point on the South line of aforesaid Section 37; thence South 89°-53'-30" West along said South line 1,158.54 feet to the Northeast corner of Section 35, Township 5 South, Range 2 West; thence South 00°-31'-44" East along the East line of said Section 35 a distance of 1,115.0 feet; thence South 89°-27'-56" West 674.76 feet; thence Southwardly and Eastwardly along the arc of a 732-foot radius curve to the left (chord bears South 00°-15'-00" East 29.20 feet) a distance of 29.20 feet; thence South 81°-36'-26" West 100.0 feet; thence South 08°-23'-35" East, 265.40 feet; thence North 89°-12'-00" West 349.56 feet; thence North 82°-12'-00" West 1,070.70 feet; thence South 89°-35'-00" West 450.00 feet; thence Northwardly and Eastwardly along the arc of a 450-foot radius curve to the right (chord bears North 37°-15'-03" East 549.97 feet) a distance of 591.68 feet; thence North 15°-04'-54" West 100 feet; thence South 89°-33'-22" West 141.58 feet; thence North 00°-26'-38" West 490.18 feet; thence South 89°-33'-22" West 260.43 feet; thence North 00°-27'-28" West 254.00 feet to the point of beginning.

Section 2.02 OTHER PROPERTY

Only the property described in Section 2.01 of this Article II is hereby made subject to this Declaration; provided, however, Declarant reserves the right to subject other real property made a part of the Park to covenants and restrictions as provided in Article VIII hereof.

ARTICLE III

USAGE OF BUILDING SITES

Section 3.01 PERMITTED USES

The type of usage of a Building Site shall be subject to approval by the Board subject to the limitations set forth in Section 3.01, the following are permitted uses:

- (a) Industrial use which may involve manufacturing, fabricating, processing or assembly of products and equipment;
- (b) Warehousing and distribution;
- (c) Research and development;
- (d) Business offices.

Section 3.02 PROHIBITED USES

The following are prohibited uses:

- (a) Any usage that creates a Nuisance;
- (b) The discharge, storage or burial of any liquid waste, solid waste or airborne particulate matter not permitted by federal, state or local law or regulation;
- (c) Any residential use; the drilling for and/or removal of oil, gas or other subterranean substances; the operation

of junkyards; the distillation of bones; the dumping, disposal, incineration or reduction of garbage, sewage, offal, or dead animals; the smelting of iron, tin, zinc or other ores; the raising of animals of any kind except inside research laboratories; the tanning of animal hides; the refining or storage of petroleum products or other highly combustible materials except for consumption on the Building Site; the manufacture of acid; the manufacture of fertilizer; use as a coal or wood yard; the manufacture or storage of explosives and/or fireworks; the discharge of any matter that may adversely affect water quality in the Park or the riparian rights of property owners contiguous to the Park.

Section 3.03 PLAN SUBMISSION

All plans and specifications submitted to the Board shall include specific information as to construction materials, construction methods to be used and diagrams of the number, type and configuration of parking spaces necessary. The objective of the Board is to obtain consistency and quality in architectural design to protect and enhance values in the Park. In order to maintain consistency, yet permit interest and variety and the use of new materials as they may develop, all architectural designs, including those for alterations, additions or remodeling, are subject to review and approval by the Board. Buildings should be considered as three (3) dimensional objects and attention should be given to the compatible treatment of all exterior surfaces.

ARTICLE IV

Section 4.01 RESPONSIBILITIES OF THE BOARD

The Board shall hereby accomplish the following: establish development standards not inconsistent with this Declaration and amending said standards from time to time for such purposes and in such manner consistent with the purposes of this Declaration as may be deemed necessary by the Board; granting variances in accordance with the provisions of Article V, Section 5.02 of this Declaration; enforcing these Covenants and Restrictions; and such other purposes as may be specified herein or consistent with the purposes hereof. The Board is expressly authorized to do all things and perform all acts, including without limitation, the bringing of any action at law or in equity in the name of and on behalf of the Board for the purpose of enforcing the provisions of these Restrictions and Covenants, as may be deemed necessary or desirable by the Board.

ARTICLE V

ARCHITECTURAL REVIEW AND CONTROL

Section 5.01 Architectural Control

No Improvement(s) shall be erected, placed or altered on any Building Site until the construction plans and specifications, and a plan showing location of the proposed Improvement and such other requirements as may be required by the Board as to quality of workmanship and materials, harmony of external design with existing structures, landscaping, and as to the location with respect to topography and finish grade elevation, and as to such other requirements and specifications as may be required by the Board.

No Building Site Improvement(s) shall be allowed until the Board approves in writing the proposed plans and specifications as being in compliance with these Covenants and Restrictions.

The outside wall of all buildings shall be of masonry or glass construction, its equivalent or better, and no building may be covered with sheet or corrugated aluminum, asbestos, iron or steel except as otherwise determined by the Board.

Section 5.02 VARIANCES

The Board shall have the power and authority, in its sole discretion, to grant variances in compliance with these Covenants and Restrictions, provided, however, that such variances shall be reasonably consistent with the purpose of these Covenants and Restrictions and shall not materially and adversely affect existing Improvement(s). Whenever, in the exercise of its discretion the Board grants a variance each Owner and/or Occupant of a Building Site hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of these Covenants and Restrictions. Each Owner and/or Occupant of a Building Site appoints the Board as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances in compliance with these Covenants and Restrictions in accordance with the terms of this Section 5.02.

ARTICLE VI

BUILDING SITES AND RESUBDIVISION

Section 6.01 RESUBDIVISION

Resubdivision of a Building Site shall be permitted only if both the remaining portion of the Building Site and that portion to be sold each capable of being developed in accordance with these Covenants and Restrictions; provided, however, this limitation shall not apply if the remaining portion of the Building Site is conveyed to the Owner of an adjoining and improved Building Site, provided that in such event the portion sold shall be deemed to be included as a part of the adjoining Building Site and shall otherwise be subject to these Covenants and Restrictions.

Section 6.02 SETBACK LINES

1. Front yard: No building shall be constructed nearer than 50 feet to the front boundary of the Building Site.
2. Side yard: No building shall be constructed nearer than 25 feet to the side boundary of the Building Site.
3. Rear yard: No building shall be constructed nearer than 25 feet to the rear boundary of the Building Site, except no setback shall be required adjacent to a railroad siding.

Section 6.03 PARKING

1. Be paved with concrete or asphalt and have a stabilization base under the parking area.
2. Be sufficient to accommodate all parking needs for employees, company vehicles, residents and visitors

without the use of on-street parking. If parking needs increase, additional off-street parking shall be provided by the Owner.

3. Be located at sides or rear of buildings. However, where appropriate, parking will be allowed in front if adequate setback and landscaping provisions are made. No parking shall be permitted forward of the twenty-five (25) foot building setback line. Additionally, no paving for parking shall be permitted within five (5) feet of the side boundaries or five (5) feet to the rear boundaries. Circular drives in front of buildings are permissible, if such drives make adequate allowance for the parking setback. No use shall be made of a Building Site or any building constructed thereon which requires or attracts parking in excess of the capacity of the facilities maintained therefore.

Section 6.04 LANDSCAPING

1. Except as otherwise required herein, a minimum of 7% of the total property area shall be landscaped between the building and all street right-of-way lines but in no event shall be less than fifteen (15) feet in depth from all street right-of-way lines.
2. Landscaping or other appropriate screening shall be provided between incompatible land uses.
3. Open Storage:
The right of an Owner or Occupant to use any building

shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, dumpsters or like equipment in the open or exposed to public view, or view from adjacent buildings, if any. If it shall become necessary to store or keep such materials or equipment in the open, the lot or area shall be screened with an opaque fence or wall of permanent construction and of a design and of materials approved in writing by the Board.

4. Fences:

The location of fences to the rear and side of the forward most building located on the Building Site are not subject to setback lines and may be located on the rear and side lot boundaries. No fence shall be located forward of the front wall of the building nearest to the front lot line of the Building Site. In the absence of a building, no fence shall be located nearer than fifty (50) feet to the front boundary of the Building Site. Fencing material shall be approved by the Board.

5. Signs:

All signs, including temporary signs, must be approved in writing by the Board prior to installation.

ARTICLE VII

EASEMENTS

Section 7.01 GENERAL

Each Building Site is and shall be subject to those easements, if any, shown or set forth on the plat referred to in Article II, Section 2.01 of this Declaration. Each Building Site shall be subject to those easements, if any, shown set forth on the recorded plat, if any, delineating such Building Site.

Section 7.02 OTHER

There is hereby reserved, without further assent or permit, a general easement to Declarant, their agents, employees and representatives and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any portion thereof comprising the Park in the proper performance of their respective duties.

ARTICLE VIII

OTHER PROPERTY

Section 8.01

Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of the Park or developed in substantially the same way as the Park and within reasonable proximity thereto by filing of record a supplemental declaration with respect to the property to be subjected to this Declaration. Any such supplemental declaration to this Declaration may be set

forth and provide for the same Covenants and Restrictions set forth in this Declaration; provided, however, any such supplemental declaration may contain such modifications of any of the provisions set forth in this Declaration as may be appropriate in Declarant's discretion to reflect the different character of the property subjected thereto, provided that any such instrument shall not revoke, modify, or add to the Covenants and Restrictions hereby made applicable to the property described in Article II, Section 2.01 of this Declaration.

ARTICLE IX

MAINTENANCE OF BUILDING SITES AND IMPROVEMENTS

Section 9.01 GROUNDS

The grounds of each Building Site (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner and/or Occupant to maintain the grounds of a Building Site (whether vacant or occupied) in a neat and attractive condition, the Board or its authorized representatives, may (but without obligation to do so), after thirty (30) days notice to such Owner and Occupier, (if other than the Owner), enter upon the Building Site and have the grass, weeds or other vegetation cut or trimmed when, and as often as, the same if necessary in its judgment, and may have dead trees, shrubs and/or other plants and trash removed therefrom. The Owner of the Building Site (and when occupied by non-Owner, in addition to the Owner, the Occupant) shall be liable to the Board for the cost of any such cutting, clearing, maintenance or removal determined by the Board to be

necessary, and such amount shall also constitute a permanent charge and lien upon such Building Site, enforceable by the Board through any appropriate proceeding at law or in equity.

Section 9.02 IMPROVEMENTS

Improvement(s) to a Building Site (whether occupied or vacant), including without limitation building(s), wall(s), walkway(s), fence(s), screen(s), driveway(s), parking area(s), and/or sign(s) shall be cared for and properly maintained by the Owner/Occupier in a neat and attractive condition. Upon the failure of any Owner or Occupant to repair and/or maintain Improvement(s) to a Building Site to the satisfaction of the Board in its sole discretion, the Board, may, (but without obligation to do so), after sixty (60) day's notice to the Owner and to the Occupant if other than the owner, enter upon such Building Site and perform the necessary repair or maintenance when, and so often as, the same is necessary in its judgment. The Owner of the Building Site (and when occupied by a non-Owner in addition to the Owner, the Occupant) shall be liable to the Board for the cost of such necessary repair and/or maintenance as was incurred by the Board and such amount shall also constitute a permanent charge and lien upon such Building Site, enforceable by the Board by any appropriate proceeding at law or in equity.

ARTICLE X

INSPECTIONS AND VIOLATIONS

Section 10.01 INSPECTIONS

Each Owner and each Occupant hereby irrevocably grants to the Board, its authorized agents, representatives and employees that right to go upon and enter his/its Building Site and/or Improvement(s) for the limited purpose of inspection to determine compliance, or lack thereof, with these Covenants and Restrictions or other provisions of this Declaration.

Section 10.02 VIOLATION AND ENFORCEMENT

Subject to the provisions of Article IX, Sections 9.01 and 9.02, violation of these Covenants and Restrictions or other provisions of this Declaration shall be corrected by the Owner/Occupant within a reasonable time not to exceed sixty (60) days after written notice of any such violation. Upon the failure of the Owner and, where a Building Site is occupied by other than the Owner, the Occupant to correct any such violation within said period of time, the Board may, but shall be under no obligation to, correct any such violation. The Owner of the Building Site (and when occupied by a non-Owner, in addition to the Owner, the Occupant) shall be personally liable to the Board for the cost incurred by the Board in correcting the violation and such amount shall also constitute a permanent charge and lien upon such Building Site enforceable by the Board by any appropriate proceeding at law or in equity.

ARTICLE XI

REQUIRED DEVELOPMENT

REVERSION OF TITLE FOR FAILURE TO DEVELOP

Section 11.01 REQUIRED DEVELOPMENT; REVERSION OF TITLE FOR FAILURE TO DEVELOP

The purchaser of each Building Site from the Board, by accepting a deed to the Building Site, covenants for itself or himself, his or its heirs, administrators, successors and assigns, and every successor in interest to the Building Site, or any part thereof, that there shall be submitted to the Board construction plans and specifications in accordance with the requirements of these Covenants and Restrictions that construction of Improvements on the Building Site shall commence not later than the last day of the eighteenth (18th) calendar month following the date of purchase of the Building Site from the Board and shall thereafter be continuously pursued until completed in accordance with plans and specifications approved by the Board. For purposes hereof, if the date of purchase is on or before the fifteenth (15th) day of the month in which the closing takes place, that month will be considered the first calendar month of the eighteen (18) month period specified above. Purchases consummated after the fifteenth (15th) day of any calendar month shall be deemed, for the purposes hereof, to have been consummated on the first (1st) day of the calendar month immediately following the date of purchase. Upon the failure of a purchaser of a Building Site from the Board, his or its heirs, successors and assigns, or successors in interest, to

enter into a valid and enforceable contract for the construction of Improvements in accordance with plans and specifications approved by the Board and to commence construction of Improvements, in accordance with construction plans and specifications submitted to and approved by the Board, prior to the last day of the eighteenth (18th) month following the date of purchase of the Building Site from the Board, title to the Building Site shall immediately revert to the Board, its successors or assigns, and the Board shall pay to the Owner of the Building Site seventy-five percent (75%) of the purchase price paid to the Board for the Building Site, without interest, within sixty (60) days of the reversion of title. The remaining twenty-five per cent (25%) of the purchase price shall be retained by the Board. This covenant shall constitute a covenant running with the land and shall be binding upon the purchaser of any Building Site, his or its heirs, executors, administrators, successors and assigns. No provisions of this Section 11.01 shall be construed as requiring the Board to develop or improve any Building Site.

ARTICLE XII

OWNERS AND OCCUPANTS ASSOCIATION

Section 12.01

There is hereby established the Mobile Commerce Park Owners and Occupants Association, herein referred to as the "Association". Each Owner in the Park, as well as Declarant, shall be a member in the Association. Each Owner shall be entitled to one (1) vote in the Association for each full acre of land owned in the Park;

however, any Owner may assign any vote to which he is entitled to any Occupant on such terms as they may agree upon, and while any Occupant is entitled to a vote, such Occupant shall be deemed a member of the Association to the extent of the vote or votes assigned.

The Association is formed to provide for the maintenance, improvements, and beautification of Common Areas and Common Facilities of the Park and to undertake such other activities as are related to maintaining the Park as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold the title to real property. Such legal entity or nominee shall accept and retain legal title to those lands, if any, designated as Common Areas within the Park and such other open or park areas as may hereafter be designated as Common Areas by the Declarants and thereafter deeded to the Association. Such legal entity or nominee shall hold such title for the use and benefit of the members of the Association, and every member of the Association shall have the right and easement of joint enjoyment in and to the Common Areas and Common Facilities. The Association shall be responsible for the maintenance and upkeep of such Common Areas and Improvements thereon. The Association shall pay or arrange for payment directly by its members on an equitable basis, for such utility service that may be required for street lighting, sprinkler systems, lakes, walks, and other uses in connection with such Common Areas. To the ends set forth hereinabove, the Association

shall assess its members, provided that such assessments are made upon affirmative vote of not less than sixty per cent (60%) of all votes then outstanding among all members of the Association, and provided, further, that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Each member of the Association shall be fully liable for prompt payment of the necessary assessments for property maintenance of the Common Areas.

The Association shall establish its own by-laws for the conduct of its affairs which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01 DURATION

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall remain in effect, and shall inure to the benefit of and be enforceable by the Board, or any Owner of a Building Site in the Park or of such other property as is hereafter made subject to this Declaration, for a period of twenty (20) years from the date hereof. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said period for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is signed by Declarant, if it is the Owner of any real property subject to this Declaration, and

by the Owners of at least sixty per cent (60%) of the square feet of land area in the Park, exclusive of streets and other public ways. No such agreement of renewal and extension shall be effective unless filed of record in the Office of the Probate Court of Mobile County, Alabama, or other appropriate office, at least one hundred eighty (180) days prior to the expiration date of this Declaration, as same may be renewed and extended in accordance with the terms hereof. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore, thereby agrees that the Covenants and Restrictions of this Declaration may be extended and renewed as provided in this Section.

Section 13.02 ENFORCEMENT

Enforcement of the Covenants and Restrictions contained herein and of any other provisions hereof shall be by and appropriate proceeding at law or in equity against any person or persons, Owner(s) and or Occupant(s) violating or attempting to violate said Covenants and Restrictions or other provisions of this Declaration, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity to enforce any charge or lien arising by virtue hereof. The failure of the Board or of any Owner to enforce any portion of these Covenants and Restrictions or other provisions of this Declaration shall in no event be deemed to be a waiver of this right to do so or the right to enforce any other provision or provisions of these Covenants and Restrictions.

Section 13.03 WAIVER

Each Owner by acceptance of a deed to any property covered by this Declaration and each Occupant by accepting the benefit of that portion of the Park occupied, expressly waives and renounces any claims, actions, or causes of action that it might acquire against the Board, the individual members of the Board, or their respective employees, agents or representatives, arising out of the enforcement, attempted enforcement or lack of enforcement of these Covenants and Restrictions or arising out of the Board's consideration and approval or rejection of any plans and specifications for Improvement(s) to a Building Site.

Section 13.04 ATTORNEY'S FEES

In any legal action or equitable proceeding for enforcement of the Covenants and Restrictions or other provisions of this Declaration, the losing party shall pay the reasonable expenses, including reasonable attorney's fees, of the prevailing party.

ARTICLE XIV

SEVERABILITY/APPLICABLE LAW

Section 14.01 SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted and construed in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or entity or to any property shall be determined to be prohibited or for any reason to be invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without

the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 14.02 APPLICABLE LAW

This Declaration shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, The Industrial Park Board of Mobile County, Alabama, Declarant herein, has caused its hand and seal to be hereunto affixed, by and through its duly authorized officers, this _____ day of _____, 1994.

THE INDUSTRIAL PARK BOARD OF MOBILE COUNTY, ALABAMA

BY: _____
PRESIDENT

ATTEST: _____
SECRETARY

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC, STATE AT LARGE

These Covenants and Restrictions were prepared by:

BRISKMAN & BINION, P.C.

MACK B. BINION