

STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

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**DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, EASEMENTS, CHARGES, AND
LIENS**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the Chappell, Wakefield, Musgrove, Taylor, and Robbins Partnership, operating as an Alabama General Partnership (hereinafter "DEVELOPER"), has heretofore acquired the fee title interest in the land described in Exhibit "A" annexed hereto and made a part hereof, said land being situated in Lauderdale County, Alabama, and referred to herein as "NORTHWEST ALABAMA MEDICAL PARK PROPERTY;" and,

WHEREAS, DEVELOPER intends to develop a new medical office park (to be known as "NORTHWEST ALABAMA MEDICAL PARK") on the NORTHWEST ALABAMA MEDICAL PARK PROPERTY affording well-planned commercial buildings for the provision of medical treatment and services; and,

WHEREAS, DEVELOPER has caused NORTHWEST ALABAMA MEDICAL PARK ASSOCIATION, INC. (hereinafter "ASSOCIATION") to be formed for the purpose of providing a non-profit organization to serve as representative of DEVELOPER and owners of any part of the NORTHWEST ALABAMA MEDICAL PARK PROPERTY which hereafter is made subject to these protective covenants, agreements, charges and liens (herein collectively referred to as "Restrictions") with respect to: the assessments, collection and application of all charges imposed hereunder, the enforcement of all covenants contained herein and all liens created hereby, the creation operation, management and maintenance of the facilities and services referred to hereafter and such other purposes described in its charter.

NOW, THEREFORE, DEVELOPER does hereby proclaim, publish and declare that the portion of the NORTHWEST ALABAMA MEDICAL PARK PROPERTY which is subjected to these Restrictions shall be held, conveyed, hypothecated or encumbered, rented, used, occupied, and improved subject to this Declaration, which shall run with the land and shall be binding upon DEVELOPER and upon all parties having or acquiring any right, title, or interest in any part of NORTHWEST ALABAMA MEDICAL PARK PROPERTY which is subject to this Declaration. THE RESTRICTIONS CONTAINED HEREIN SHALL NOT APPLY TO OR AFFECT ANY NORTHWEST ALABAMA MEDICAL PARK PROPERTY WHICH IS NOT SUBJECTED SPECIFICALLY BY WRITTEN INSTRUMENT TO THIS DECLARATION. DEVELOPER RESERVES THE RIGHT, AT THE ELECTION OF DEVELOPER, TO REMOVE FROM THE EFFECT OF THE DECLARATION ANY PORTION OF THE NORTHWEST ALABAMA MEDICAL PARK PROPERTY WHICH HAS BEEN SUBMITTED TO THIS DECLARATION AND WHICH DEVELOPER CONTINUES TO OWN OTHER THAN PARCEL "F."

MTG. _____
DEED _____
REC'd 3.50