

STATE OF ALABAMA)

SHELBY COUNTY) 465

AMENDED AND RESTATED RESTRICTIVE COVENANTS

THESE AMENDED AND RESTATED RESTRICTIVE COVENANTS are made as of this 3rd day of November, 1989 by and among DANTRACT, INC., an Alabama corporation ("Dantract"), DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (the "Developer"), and the Owners, as hereinafter defined.

R E C I T A L S:

On October 3, 1975, R. Hugh Daniel, Sr. and Martha C. Daniel recorded certain (i) Restrictive Covenants in Misc. Book 12, Page 845 in the Probate Office of Shelby County, Alabama, as amended by Amendment to Restrictive Covenants dated June 8, 1976 recorded in Misc. Book 15, at Page 845 in said Probate Office (collectively, "Restrictions No. 1") and (ii) Restrictive Covenants in Misc. Book 12, Page 852, as amended by Amendment to Restrictive Covenants dated June 8, 1976 recorded in Misc. Book 15, at Page 840 in said Probate Office (collectively, "Restrictions No. 2"). (Restrictions No. 1 and Restrictions No. 2, as amended, are hereinafter collectively referred to as the "Original Restrictions").

Dantract and Charles W. Daniel ("Daniel") are the owners of all of the property described in Exhibit A of Restrictions No. 1 (the "Restrictions No. 1 Parcel"). Although Restrictions No. 1 referenced an Exhibit B, no Exhibit B was attached to Restrictions No. 1 as filed.

Dantract, together with Daniel and Harry B. Brock, Jr. and wife, Jane H. Brock (collectively, "Brock"), are the owners of all of the property described in Exhibit A of Restrictions No. 2 (the "Restrictions No. 2 Parcel"). Thompson Realty Co., Inc. ("TRC") was the original owner of all of the real estate described in Exhibit B of Restrictions No. 2. As used herein, the term "Property" shall mean, collectively, the Restrictions No. 1 Parcel (as described in Exhibit A of Restrictions No. 1) and the Restrictions No. 2 Parcel (as described in Exhibit A of Restrictions No. 2).

Shoal Creek, an Alabama nonprofit corporation (the "Club"), which is the owner of the golf course built on a portion of the real estate described in Exhibit B of Restrictions No. 2 and Shoal Creek Association, Inc., an Alabama nonprofit corporation (the "Association"), which is an association of the current owners of the remainder of the real estate described in Exhibit B of Restrictions No. 2 (other than that which is owned by either TRC or the Club), have also joined in the execution of these Amended and Restated Restrictive Covenants in order to approve the matters set forth herein. TRC, the Club and the Association are hereafter collectively referred to as the "Owners".

Developer has entered into an option agreement (the "Option") to acquire all right, title and interest of Dantract in the Property and, following such acquisition, desires to develop the Property subject to the terms and conditions of these Amended and Restated Restrictive Covenants.

Dantract, Developer, Daniel, Brock and the Owners have agreed that it would be in the best interest of all parties to modify, amend and restate in their entirety the Original Restrictions.

NOW, THEREFORE, Dantract, together with Developer, Daniel and Brock (who have joined in the execution hereof), hereby declare that the portions of the Property described below are and shall be held, transferred, sold, conveyed and occupied subject to the restrictions and covenants hereinafter set forth, all of which shall be construed as and deemed to be covenants running with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in any portion of the Property described in Paragraphs 2(ii), (iv) and (viii) below, as well as their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of the Owners of any of the lands described in Exhibit B of Restrictions No. 2, their heirs, administrators, executors, successors and assigns.

1. Original Restrictions. The Original Restrictions are hereby superseded in their entirety by the hereinafter described covenants, agreements and restrictions, and the Original Restrictions are and shall be cancelled, terminated, deemed to be null, void and of no further force or effect.

2. Use Restrictions.

(a) As used in this Paragraph 2, the following terms shall have the following meanings:

(i) "Dunnavant Valley Road" shall mean Dunnavant Valley Road, also known as Shelby County Road No. 41, situated in Shelby County, Alabama.

(ii) "Dunnavant Valley Road Property" shall mean that portion of the Property lying within 200 feet of the westerly right-of-way for Dunnavant Valley Road.

(iii) "Hugh Daniel Drive" shall mean Hugh Daniel Drive, as presently existing in Shelby County, Alabama, the right-of-way for which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

(iv) "Hugh Daniel Drive Property" shall mean that portion of the Property lying within 200 feet on either side of the right-of-way for Hugh Daniel Drive.

(v) "Mixed Residential Purposes" shall mean both Single-Family Residential Purposes and attached or detached dwellings (not to exceed two and one-half (2-1/2) stories in height) constructed as luxury apartments, condominiums, cooperatives, townhouses, patio homes, duplexes and cluster homes.

(vi) "Single-Family Residential Purposes" shall mean dwelling units for single-family residential use and occupancy and shall include attached or detached garages, barns, stables, guest houses, servant quarters, pools, pool houses, cabanas, tennis courts, boat houses on lakes and such other structures as normally and customarily found in single-family residential communities. Single-Family Residential Purposes shall also include and allow for golf courses, clubhouses and related facilities normally and customarily found at public or private golf, swim and tennis facilities and for private and non-commercial hunting, shooting, fishing, horseback riding and horse training and other private, non-commercial outdoor recreational pursuits, as well as the right to engage in activities related to the acquisition, enhancement and furtherance of wildlife and wild game resources.

(vii) "Section 32 Property" shall mean any portion of the Hugh Daniel Drive Property lying in Section 32, Township 18 South, Range 1 West, in Shelby County, Alabama. The Section 32 Property is shown on the site plan attached hereto as Exhibit B and incorporated herein by reference.

(viii) "South Oak Mountain Property" shall mean that portion of the Property described in Exhibit C attached hereto and incorporated herein by reference. The South Oak Mountain Property is also shown on the site plan attached hereto as Exhibit B.

(b) Dantract, Developer, Daniel and Brock covenant and agree that the Dunnivant Valley Road Property shall be subject to the following restrictions:

(i) The Dunnivant Valley Road Property shall be used only for Single-Family Residential Purposes;

(ii) No dwelling or other buildings permitted for Single-Family Residential Purposes built on the Dunnivant Valley Road Property shall be located on any lot nearer than 75 feet to the lot line adjoining Dunnivant Valley Road;

(iii) The ground floor area of the main structure of any dwelling, exclusive of open porches and garages, built on the Dunnivant Valley Road Property shall be at least 2,200 gross square feet; and

(iv) No garage for any dwelling built on the Dunnivant Valley Road Property shall have its entrance facing (i.e., open directly onto) Dunnivant Valley Road.

(c) Subject to the provisions of Paragraph 2(e) below, Dantract, Developer, Daniel and Brock covenant and agree that the Hugh Daniel Drive Property shall be subject to the following restrictions:

(i) The Hugh Daniel Drive Property shall be used only for Single-Family Residential Purposes;

(ii) No dwelling or other buildings permitted for Single-Family Residential Purposes built on the Hugh Daniel Drive Property shall be located on any lot nearer than 75 feet to the lot line adjoining the right-of-way of Hugh Daniel Drive;

(iii) The ground floor area of the main structure of any dwelling, exclusive of open porches and garages, built on the Hugh Daniel Drive Property shall be at least 2,200 gross square feet;

(iv) No garage for any dwelling built on the Hugh Daniel Drive Property shall have its entrance facing (i.e., open directly onto) Hugh Daniel Drive; and

(v) No driveways for individual dwellings built on the Hugh Daniel Drive Property shall connect directly to Hugh Daniel Drive; provided, however, that the foregoing shall not preclude or prohibit the connection to Hugh Daniel Drive of any roadways or streets providing access to or from any portion of the Property or the Hugh Daniel Drive Property.

(d) Dantract, Developer, Daniel and Brock covenant and agree that the South Oak Mountain Property shall be used solely for Mixed Residential Purposes; provided, however, that (i) no apartments may be built on any portion of the South Oak Mountain Property for a period of ten (10) years from the date hereof and (ii) the maximum density for any apartment project shall not exceed four (4) dwelling units per acre.

(e) Notwithstanding anything provided to the contrary in Paragraph 2(c) above, the restrictions set forth above (including, without limitation, the use restrictions affecting the Hugh Daniel Drive Property) shall not affect or be binding on the Section 32 Property provided that (i) no buildings shall be built within thirty-five (35) feet of the right-of-way on either side of Hugh Daniel Drive and (ii) all buildings built on the Section 32 Property which abut Hugh Daniel Drive shall be screened from Hugh Daniel Drive by a buffer of dense shrubs or trees at least 15 feet in width or by fencing or walls not a part of any such building, which fencing or wall shall be located no less than twenty-five (25) feet from the edge of the right of way of Hugh Daniel Drive. Except as expressly set forth herein, no other restrictions shall affect the Section 32 Property.

3. Name. No part of the Property and no use thereof shall be designated or referred to by any name which is confusingly similar to the name "Shoal Creek".

4. Term. The terms and provisions set forth in these Amended and Restated Restrictive Covenants shall run with and bind the Property, shall inure to the benefit of and be enforceable by Dantract, Developer, Daniel, Brock and the Owners and their respective heirs, executors, personal representatives, successors and assigns, until December 31, 2039 and shall thereafter be automatically extended for successive periods of ten (10) years each unless after October 31, 2038 an agreement signed by a majority of the then owners of the Property agreeing to terminate these Amended and Restated Restrictive Covenants has been recorded in the Probate Office of Shelby County, Alabama.

5. Subdivisions/Further Restrictions. Nothing contained in these Amended and Restated Restrictive Covenants shall preclude or prohibit the current or future owners of any of the Property from subdividing any portion of the Property or filing additional restrictive covenants to affect all or any portion of the Property owned by the owner thereof.

6. Severability. If any provision contained herein or the application to any person or circumstance shall be declared or found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions contained herein or the application of such provisions to any other person or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Amendment. These Amended and Restated Restrictive Covenants may not be amended or modified during the ten (10) year period commencing on the date hereof unless such amendment or modification is approved by the owners of all of the Property and the Association. Thereafter, these Amended and Restated Restrictive Covenants may be amended and modified, in whole or in part, by the filing of an instrument for record in the Probate Office of Shelby County, Alabama executed by (a) a majority in number of the then current owners of the Property affected by such amendment and (b) the Association.

8. Effective Date. These Amended and Restated Restrictive Covenants shall be effective only upon the acquisition by Developer of all or a substantial portion of the Property owned by Dantract pursuant to the Option as evidenced by a deed from Dantract to Developer recorded in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have caused these covenants to be executed as of the day and year first above written.

DANTRACT, INC.,
an Alabama corporation

By: Charles W. Daniel

Its: President

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP
an Alabama limited partnership

By: Daniel Realty Investment
Corporation - Oak Mountain,
an Alabama corporation
Its General Partner

By: J. O. Daniel

Its: President

Charles W. Daniel

CHARLES W. DANIEL

Harry B. Brock, Jr.

HARRY B. BROCK, JR.

Jane H. Brock

JANE H. BROCK

THOMPSON REALTY CO., INC.

Hall W. Thompson

Hall W. Thompson, President

SHOAL CREEK

By: Hall W. Thompson

Its: Chairman

SHOAL CREEK ASSOCIATION, INC.

By: Hall W. Thompson

Its: President

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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that Charles W. Daniel whose name as President of DANTRACT, INC., an Alabama corporation, is signed to the foregoing instruments, and who is known to me, acknowledged before me on this day, that being informed of the contents of the 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 3rd day of November, 1989.

Dorothy B. Watkins
Notary Public

My commission expires: 1-15-92

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. Charles Tickle whose name as President of Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, as general partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner of Daniel Oak Mountain Limited Partnership.

Given under my hand and official seal this 2nd day of November, 1989.

[Signature]
Notary Public

My commission expires: 11/4/92

STATE OF ALABAMA)

Jefferson COUNTY)

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

Given under my hand this 3rd day of November, 1989.

Dorothy B. Watkins
Notary Public

My commission expires: 1-15-92

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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that Harry B. Brock, Jr. and Jane H. Brock 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of November, 1989.

Jessie W. Allen
Notary Public

MY COMMISSION EXPIRES FEBRUARY 19, 1990

My commission expires: _____

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that Hall W. Thompson whose name as President of THOMPSON REALTY CO., INC., an Alabama corporation, is signed to the foregoing instruments, and who is known to me, acknowledged before me on this day, that being informed of the contents of the 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 2 day of November, 1989.

Tommye R. Newman
Notary Public

My commission expires: 4-24-93

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that HALL W. THOMPSON whose name as CHAIRMAN of SHOAL CREEK, a nonprofit corporation, is signed to the foregoing instruments, and who is known to me, acknowledged before me on this day, that being informed of the contents of the 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 2 day of November, 1989.

Tommye R. Newman
Notary Public

My commission expires: 4-24-93

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STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that Hall W. Thompson whose name as President of SHOAL CREEK ASSOCIATION, INC., a nonprofit corporation, is signed to the foregoing instruments, and who is known to me, acknowledged before me on this day, that being informed of the contents of the 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 2 day of November, 1989.

Joseph R. Starkman
Notary Public

My commission expires: 4-24-93

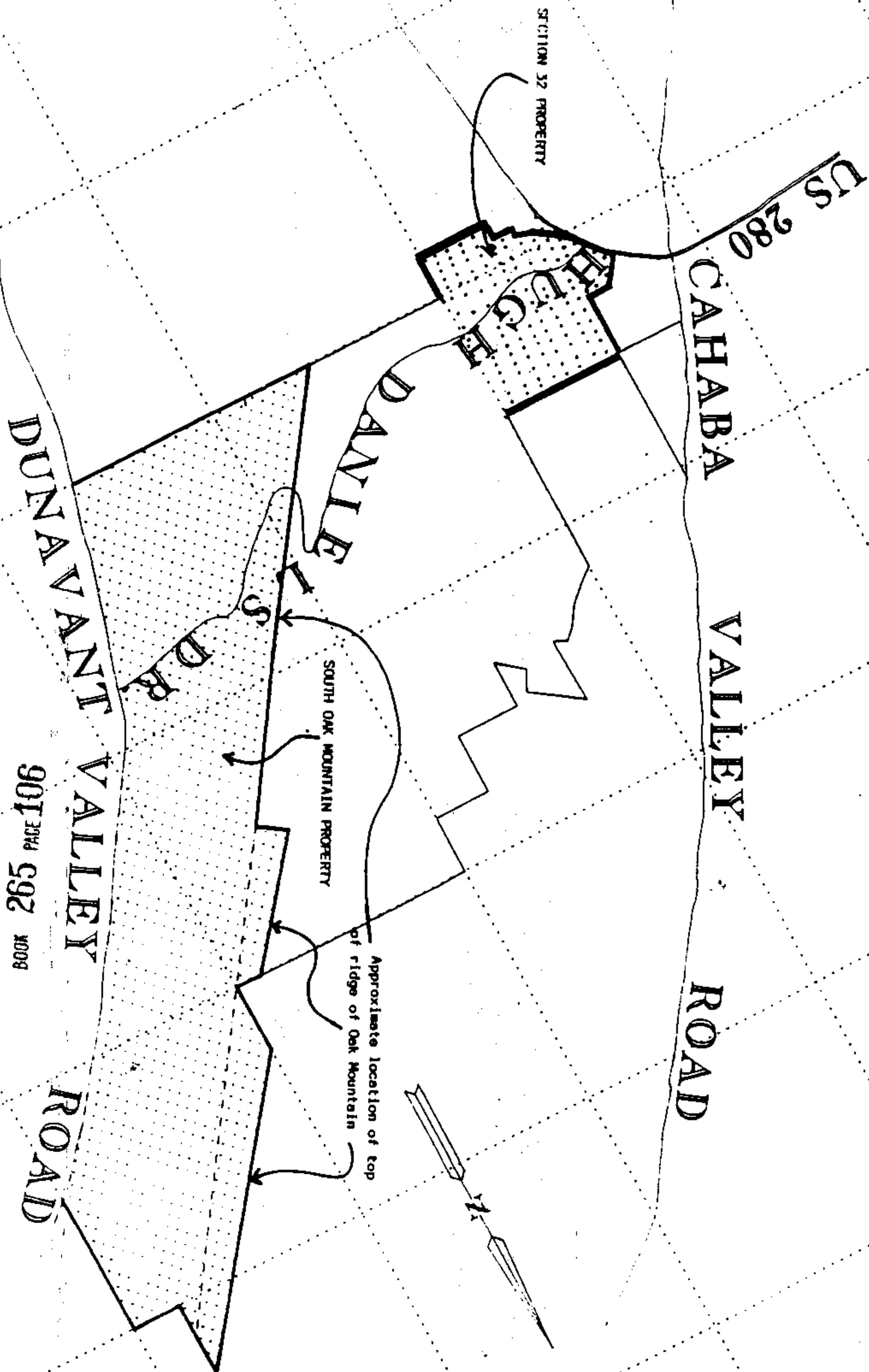
BOOK 265 PAGE 103

EXHIBIT A

Right-of-way Description for Hugh Daniel Drive, Book 301, Pages 799-803

BOOK 301 PAGE 799
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To locate the point of beginning commence at the southeast corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence north on the east boundary of said section a distance of 342.03 feet to a point; thence 90°00' left a distance of 3068.24 feet to the point of beginning, said point being the centerline of an 80 foot right-of-way 40 feet either side of the centerline; thence 155°10'47" right to the tangent of a curve to the right, said curve having a central angle of 14°34'45" and a radius of 643.69 feet; thence along said curve a distance of 163.79 feet; thence tangent to said curve a distance of 355.75 feet to a curve to the right, said curve having a central angle of 43°18'50" and a radius of 337.47 feet; thence along said curve a distance of 255.11 feet to a curve to the left, said curve having a central angle of 60°55'59" and a radius of 582.42 feet; thence along said curve a distance of 619.39 feet; thence tangent to said curve a distance of 247.39 feet to a curve to the right, said curve having a central angle of 33°47'17" and a radius of 275.00 feet; thence along said curve a distance of 162.17 feet; thence tangent to said curve a distance of 371.99 feet to a curve to the left, said curve having a central angle of 46°57'34" and a radius of 350.00 feet; thence along said curve a distance of 186.86 feet; thence tangent to said curve a distance of 234.58 feet to a curve to the right, said curve having a central angle of 52°20'28" and a radius of 610.00 feet; thence along said curve a distance of 557.25 feet; thence tangent to said curve a distance of 250.36 feet to a curve to the left, said curve having a central angle of 20°00'20" and a radius of 1650.00 feet; thence along said curve a distance of 576.12 feet; thence tangent to said curve a distance of 169.47 feet to a curve to the left, said curve having a central angle of 33°24'16" and a radius of 960.00 feet; thence along said curve a distance of 559.70 feet to a point; thence tangent to said curve a distance of 49.12 feet to a curve to the right, said curve having a central angle of 8°25'01" and a radius of 500.00 feet; thence along said curve a distance of 73.45 feet; thence tangent to said curve a distance of 192.38 feet to a curve to the left, said curve having a central angle of 7°45'25" and a radius of 1600.00 feet; thence along said curve a distance of 216.61 feet; thence tangent to said curve a distance of 138.92 feet to a curve to the right, said curve having a central angle of 29°51'15" and a radius of 291.62 feet; thence along said curve a distance of 151.95 feet to a curve to the left, said curve having a central angle of 22°12'53" and a radius of 483.89 feet; thence along said curve a distance of 187.61 feet; thence tangent to said curve a distance of 90.62 feet to a curve to the right, said curve having a central angle of 5°46'48" and a radius of 4500.00 feet; thence along said curve a distance of 42.00 feet to the point of ending of said 80 foot right-of-way and the beginning of a 70 foot right-of-way being 40 feet left and 30 feet right of centerline; thence continue along said curve a distance of 91.41 feet to the point of ending of said 70 foot right-of-way and point of beginning of said 80 foot right-of-way; thence continue along said curve a distance of 320.54 feet; thence tangent to said curve a distance of 419.17 feet to a curve to the right, said curve having a central angle of 2°53'11" and a radius of 2579.92 feet; thence along said curve a distance of 129.97 feet; thence tangent to said curve a distance of 275.08 feet to a curve to the left, said curve having a central angle of 18°28'14" and a radius of 920.00 feet; thence along said curve a distance of 296.58 feet; thence tangent to said curve a distance of 103.68 feet to a curve to the right, said curve having a central angle of 18°01'02" and a radius of 400.00 feet; thence along said curve a distance of 125.79 feet; thence tangent to said curve a distance of 74.87 feet to a curve to the left, said curve having a central angle of 13°58'11" and a radius of 979.47 feet; thence along said curve a distance of 238.81 feet; thence tangent to said curve a distance of 122.76 feet to a curve to the left, said curve having a central angle of 3°20'48" and a radius of 2053.94 feet; thence along said curve a distance of 119.97 feet to the point of ending of said 80 foot right-of-way and the point of beginning of a 100 foot right-of-way being 50 feet either side of the centerline; thence tangent to said curve a distance of 208.93 feet to a curve to the right, said curve having a central angle of 160°19'19" and a radius of 106.66 feet; thence along said curve a distance of 298.45 feet; thence tangent to said curve a distance of 193.23 feet to a curve to the left, said curve having a central angle of 10°20'33" and a radius of 1000.00 feet; thence along said curve a distance of 180.51 feet; thence tangent to said curve a distance of 274.66 feet to a curve to the left, said

curve having a central angle of $129^{\circ}04'25''$ and a radius of 214.29 feet; thence along said curve a distance of 482.73 feet; thence tangent to said curve a distance of 59.49 feet to a curve to the left, said curve having a central angle of $14^{\circ}17'16''$ and a radius of 797.86 feet; thence along said curve a distance of 198.96 feet to the point of ending of said 100 foot right-of-way and a point of beginning of said 80 foot right-of-way; thence tangent to said curve 374.53 feet to a curve to the left, said curve having a central angle of $6^{\circ}57'27''$ and a radius of 822.51 feet; thence along said curve a distance of 99.88 feet; thence tangent to said curve a distance of 141.57 feet to a curve to the right, said curve having a central angle of $10^{\circ}11'44''$ and a radius of 1000.00 feet; thence along said curve a distance of 177.95 feet; thence tangent to said curve a distance of 185.11 feet to a curve to the left, said curve having a central angle of $25^{\circ}21'02''$ and a radius of 800.00 feet; thence along said curve a distance of 353.96 feet; thence tangent to said curve a distance of 298.21 feet to a curve to the right said curve having a central angle of $11^{\circ}35'28''$ and a radius of 2315.31 feet; thence along said curve a distance of 468.40 feet; thence tangent to said curve a distance of 257.66 feet to a curve to the right, said curve having a central angle of $67^{\circ}01'19''$ and a radius of 280.00 feet; thence along said curve a distance of 327.53 feet; thence tangent to said curve a distance of 409.95 feet to a curve to the right, said curve having a central angle of $14^{\circ}42'00''$ and a radius of 1477.79 feet; thence along said curve a distance of 379.15 feet to a curve to the left, said curve having a central angle of $94^{\circ}00'00''$ and a radius of 185.00 feet; thence along said curve a distance of 303.51 feet; thence tangent to said curve a distance of 164.89 feet to a curve to the right, said curve having a central angle of $43^{\circ}17'11''$ and a radius of 500.00 feet; thence along said curve a distance of 377.75 feet; thence tangent to said curve a distance of 455.56 feet to a curve to the left, said curve having a central angle of $11^{\circ}59'33''$ and a radius of 333.21 feet; thence along said curve a distance of 69.74 feet; thence tangent to said curve a distance of 195.02 feet to a curve to the right, said curve having a central angle of $47^{\circ}55'36''$ and a radius of 300.00 feet; thence along said curve a distance of 250.94 feet; thence tangent to said curve a distance of 338.05 feet to the point of ending of said 80 foot right-of-way, said point being on the northwest right-of-way of the Dunnivant Valley Road. All lying in Sections 32, 33, and 34, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 28.992 acres.



[Handwritten signature]

EXHIBIT C

Description of Properties From Top of Oak Mountain to
Dunnavant Valley Road

To locate the point of beginning commence at the southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence S88°48'29"E on the south boundary of said Section 33 a distance of 2694.85 feet to the point of beginning on top of Oak Mountain; thence continue S88°48'29"E on the south boundary of said Section 33 a distance of 2603.60 feet to the southeast corner of said section; thence S88°43'22"E on the south boundary of Section 34, Township 18 South, Range 1 West a distance of 2675.43 feet to a point; thence N1°12'39"E on the east boundary of the SW¼ of said Section 34 a distance of 2670.48 feet to a point; thence S89°36'14"E on the south boundary of the NE¼ of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnavant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnavant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 1987.59 feet to the point of tangent of said curve; thence N36°48'15"E on the northwest right-of-way of said Dunnavant Valley Road a distance of 6792.50 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 8°39'03" and a centerline radius of 1459.15 feet, a chord distance of 1734.54 feet to the point of tangent; thence N45°27'27"E on the northwest right-of-way of said Dunnavant Valley Road a distance of 890.55 feet to a point; thence N0°55'07"E on the east boundary of Section 23, Township 18 South, Range 1 West, a distance of 2755.71 feet to the northeast corner of said section; thence N88°42'43"W on the north boundary of said Section 23 a distance of 1323.04 feet to a point; thence N2°30'36"E on the east boundary of the W¼ of the SE¼ a distance of 2184.26 feet to a point; thence S33°22'59"W a distance of 2577.73 feet to a point, said point being the southwest corner of the SE¼ of said Section 14; thence S34°53'05"W a distance of 4795.61 feet to a point on the west boundary of said Section 23 and being the northwest corner of the SW¼ of the SW¼ of said Section 23; thence S1°23'49"W on the west boundary of said SW¼ of the SW¼ of north boundary of Section 27, Township 18 South, Range 1 West, a distance of 550.00 feet to a point; thence S39°20'29"E a distance of 3057.84 feet to a point; thence S55°43'23"E a distance of 150.00 feet to a point on top of Oak Mountain; thence S11°53'27"W on top of Oak Mountain a distance of 234.04 feet; thence S31°44'48"W on top of Oak Mountain a distance of 511.57 feet; thence S32°02'00"W on top of Oak Mountain a distance of 353.07 feet; thence S36°39'44"W on top of Oak Mountain a distance of 309.72 feet; thence S39°06'10"W on top of Oak Mountain a distance of 385.10 feet; thence S27°23'23"W on top of Oak Mountain a distance of 274.41 feet; thence S35°37'23"W on top of Oak Mountain a distance of 271.83 feet; thence S36°39'56"W on top of Oak Mountain a distance of 192.93 feet; thence S31°33'06"W on top of Oak Mountain a distance of 301.11 feet; thence S41°30'50"W on top of Oak Mountain a distance of 246.15 feet; thence S34°00'00"W on top of Oak Mountain a distance of 311.61 feet; thence S36°33'40"W on top of Oak Mountain a distance of 348.86 feet; thence S34°34'43"W on top of Oak Mountain a distance of

399.60 feet; thence S42°24'17"W on top of Oak Mountain a distance of 408.26 feet; thence S35°02'05"W on top of Oak Mountain a distance of 424.18 feet; thence S34°15'01"W on top of Oak Mountain a distance of 335.24 feet; thence S28°21'42"W on top of Oak Mountain a distance of 361.17 feet; thence S40°02'03"W on top of Oak Mountain a distance of 269.15 feet; thence S73°50'11"W on top of Oak Mountain a distance of 507.88 feet; thence S30°17'03"W on top of Oak Mountain a distance of 227.82 feet; thence S45°44'51"W on top of Oak Mountain a distance of 287.05 feet; thence S31°45'21"W on top of Oak Mountain a distance of 246.30 feet; thence S36°30'36"W on top of Oak Mountain a distance of 700.31 feet; thence S6°41'53"W on top of Oak Mountain a distance of 198.32 feet; thence S33°07'20"W on top of Oak Mountain a distance of 269.21 feet; thence S38°37'44"W on top of Oak Mountain a distance of 374.56 feet; thence S39°01'53"W on top of Oak Mountain a distance of 360.17 feet; thence S31°04'54"W on top of Oak Mountain a distance of 229.76 feet; thence S38°24'23"W on top of Oak Mountain a distance of 404.85 feet; thence S31°57'56"W on top of Oak Mountain a distance of 268.48 feet to the point of beginning.

All lying and being in Section 14, Section 23, Section 26, Section 27, Section 33 and Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 1431.157 acres.

BOOK 265 PAGE 108

-C-2-

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 NOV -7 PM 12: 53

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	_____
2. Mig. Tax -----	\$	_____
3. Recording Fee -----	\$	32.50
4. _____ Fee -----	\$	3.00
5. _____ Fee -----	\$	_____
6. _____ Fee -----	\$	1.00
Total -----	\$	36.50