

CERTIFIED COPY OF RESOLUTIONS
OF THE MEMBERS OF
SHELBY FOREST ESTATES, L.L.C. (the "Company")
ADOPTED JUNE 5, 1996

Inst # 1996-18266

RESOLVED, that Kenneth B. Weygand, Individually, is and shall be the Managing Member of SHELBY FOREST ESTATES, L.L.C., and he is hereby authorized and directed to execute and deliver in the name of and on behalf of the Company such documents as may be necessary to close the loan with First Commercial Bank (the "Lender"), wherein the Lender has agreed to make a loan to the company for the purposes of acquisition and development of a subdivision on the property described in Exhibit "A" attached hereto (the "Property") located in Shelby County, Alabama, with a loan in the maximum amount of \$720,000.00 payable as to principal and interest as set forth in the loan documents;

RESOLVED FURTHER, that the loan document shall contain such other terms, covenants, provisions and conditions in addition to those set out above as may seem necessary or desirable to the Managing Member of the Company executing and delivering the loan documents (the execution of the loan documents to be conclusive proof that all terms, covenants, provisions and conditions thereof are deemed necessary and desirable by said Managing Member); the form of the loan documents presented to this meeting is hereby approved; and

RESOLVED FURTHER, that the Managing Member is, and he hereby is, authorized to sign and deliver in the name of the Company promissory notes evidencing such borrowing, said note to be in the principal amount as determined by the Managing Member and to bear interest at the rate specified in the promissory note and to contain the terms, covenants, provisions and conditions as agreed to by the Managing Member; and

RESOLVED FURTHER, that the Managing Member, is and he hereby is, authorized and directed, in the name and on behalf of the Company, to deliver the following documents, which shall constitute the Security Documents, and shall contain such terms, covenants and provisions and conditions as may seem necessary or desirable to the Managing Member of the Company executing and delivering the same (the execution thereof to be conclusive proof that all terms, covenants, provisions and conditions thereof are deemed necessary and desirable by said Members);

- (a) Promissory Note in the principal amount of \$445,000.00 (Development) and a Promissory Note in the principal amount of \$275,000.00 (Land);
- (b) a Mortgage and Security Agreement, and UCC-1 Financing Statements granting to the Lender a first priority mortgage lien on the real estate described in Exhibit "A" attached to these resolutions, together with all improvements and fixtures

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now or hereafter located thereon, including the Project;

(c) Construction Loan Agreement; and,

(d) Borrower's Affidavit.

RESOLVED FURTHER, that the Managing Member is, and he hereby is, authorized and directed, in the name and on behalf of the Company, to request disbursements of the proceeds of said borrowing and to direct the disposition of such proceeds, and to otherwise act on behalf of the Company in connection with the transactions contemplated by the related documents, and the Lender may conclusively rely on the authority granted herein with respect to such Managing Member until the Lender shall have received copies certified by all members of the Company of further resolutions adopted by the members of the Company cancelling or amending the authority granted under these resolutions; and

RESOLVED FURTHER, that the Managing Member of the Company is hereby further authorized to perform all acts, sign all such agreements and other papers, execute all such transfers, certificates and conveyances, and do all such other matters and things, including the faithful performance by the Company, of the Managing Member acting in its behalf, of all agreements made in connection with the Loan, which to such Managing Member shall deem proper or which may be required by the Lender as a condition to, or as desirable in connection with, the Loan; it being intended hereby to give and grant to the Managing Member of the Company full and complete authority to negotiate for, and obtain, the Loan and to secure the same to such extent, and in such way, as shall meet the requirements of the Lender, and to close the Loan in all respects as shall make the same binding on the Company in accordance with the provisions and conditions of the Loan Agreement and the other documents described above; and

RESOLVED FURTHER, that wherever the approval or satisfaction of any Members of the Company is required in connection with any document, item or matter referred to in the foregoing resolutions, such approval or satisfaction shall be conclusively signified and evidenced by such Members' execution of such document or a document relating to such item or matter.

Certificate

The undersigned, as all of the members of SHELBY FOREST ESTATES, L.L.C., a limited liability company duly organized and existing under the laws of the State of Alabama, do hereby certify that the foregoing is a full, true and correct copy of Resolutions of the members of said liability company, duly and regularly passed and adopted at a meeting of the members of said liability company which was duly and regularly called and held on the 5th day of June, 1996, at which meeting all of the members of said limited liability company were at all times present and acting.

The undersigned hereby certify that said resolutions are still in full force and effect, have not been amended or revoked and that the specimen signature appearing below are the signatures of the Members authorized to sign for this company by virtue of said resolutions.

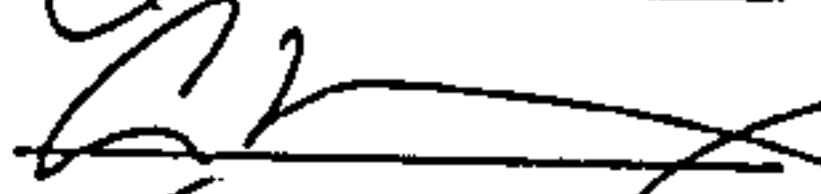
The undersigned further certify that the Articles of Organization of NORTH SHELBY DEVELOPMENT, L.L.C., was filed in the Shelby County Probate Office, State of Alabama, Instrument No. 1996-17990, on June 4, 1996, which Articles have been amended to change the name to SHELBY FOREST ESTATES, L.L.C., by an amendment dated June 5, 1996, and filed in the Shelby County Probate Office, State of Alabama, on June 5, 1996 at instrument No. 1996-18265, and the Articles have not been further amended, modified or altered, and the Operating Agreement of NORTH SHELBY DEVELOPMENT, L.L.C., dated June 4, 1996, has not been amended, modified or altered and both the Articles of Organization, as Amended, and Operating Agreement are in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has set his hand as such a member this 5th day of June, 1996.

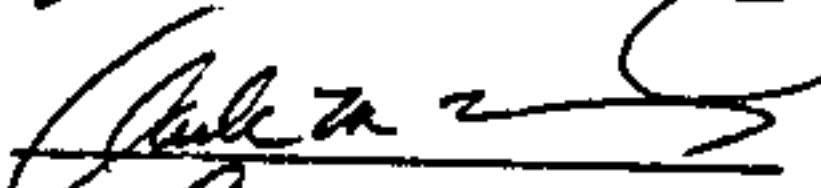
WITNESSES:



 (Seal)
Donald M. Acton



 (Seal)
William F. Spradin



 (Seal)
Rodney D. McGinnis



CALEDONIAN, INC.

BY:  (Seal)
Kenneth B. Weyland
Its President

EXHIBIT 'A'

A parcel of land situated in the West 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 17, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 4" square concrete monument locally accepted to be the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 17, then run north along the West line of said Quarter-Quarter Section for a distance of 1,315.76 feet to a 4" square concrete monument found at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 17 said concrete monument being the point of beginning; thence turn an angle to the left of 0 degrees 02 minutes 39 seconds and run in a northerly direction along the West line of said Quarter-Quarter Section for a distance of 1,328.48 feet to a 3/4" rebar found at the Northwest corner of said Quarter-Quarter Section; thence turn an interior counterclockwise angle to the left of 89 degrees 41 minutes 42 seconds and run in an easterly direction along the North line of said Quarter-Quarter Section for a distance of 1,301.01 feet to an open top pipe found locally accepted to be at the Northeast corner of said Quarter-Quarter Section; thence turn an interior counterclockwise angle to the left of 91 degrees 46 minutes 48 seconds and run in a southerly direction along the East line of said Quarter-Quarter Section for a distance of 1,317.94 feet to a 3/4" rebar locally accepted to be the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 17; thence turn an interior counterclockwise angle to the left of 269 degrees 42 minutes 25 seconds and run in an easterly direction along the North line of said Quarter-Quarter Section for a distance of 1,293.28 feet to a pine heart locally accepted to be the Northeast corner of said Quarter-Quarter Section; thence turn an interior counterclockwise angle to the left of 89 degrees 25 minutes 05 seconds and run in a southerly direction along the East line of said Quarter-Quarter Section for a distance of 1,312.25 feet to a 4" concrete monument found locally accepted to be the Southeast corner of said Quarter-Quarter Section; thence turn an interior counterclockwise angle to the left of 90 degrees 06 minutes 38 seconds and run in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 1,223.38 feet to an iron pin set on the North right-of-way line of Shelby County Highway No. 74; thence turn an interior counterclockwise angle to the left of 167 degrees 09 minutes 25 seconds and run in a northwesterly direction along the North line of said County Highway No. 74 for a distance of 328.03 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of 89 degrees 32 minutes 37 seconds and run in a northeasterly direction for a distance of 444.44 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of 212 degrees 40 minutes 39 seconds and run in a northerly direction for a distance of 463.75 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of 243 degrees 35 minutes 09 seconds and run in a northwesterly direction for a distance of 817.57 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of 206 degrees 26 minutes 28 seconds and run in a westerly direction for a distance of 602.75 feet to the point of beginning. Said parcel containing 83.22 acres more or less.

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