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STATE OF ALABAMA )

COUNTY OF SHELBY )

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF ENVIRON'S PARK SUBDIVISION**

THIS DECLARATION is made on this the 16<sup>th</sup> day of February, 1990, by CPR Partnership, an Alabama general partnership (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of the premises described in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter called the "Property") and which is referred to as "Environ's Park Subdivision", and Declarant wishes to impose certain restrictions on the property for the benefit thereof; and

WHEREAS, Declarant plans to sell the lots on the subdivision for both business and residential purposes under the appropriate zoning regulations of the various governing bodies under whose jurisdiction the Property is subject, with all roads, common areas, and utilities being maintained by the joint contribution of all of the individual lot owners;

NOW, THEREFORE, Declarant hereby declares that the property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each other.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Architectural Design Committee" shall mean the three member committee (or less as may be provided herein) initially comprised of Stephen T. Cox, Richard B. Ryel and James V. Peavy, Jr., who jointly shall have authority as may be granted herein. This committee is created pursuant to Article VII hereof. Architectural Design Committee Rules at Section 2 "Architectural Design Committee Rules" shall mean the rules, if any, adopted by the Architectural Design Committee.

Section 2. "Common Area" shall mean the real property and the improvements thereon owned by CPR Partnership (hereinafter referred to as the "Partnership") for the common use and enjoyment of the individual lot owners (hereinafter referred to as the "Owners"), as may be designated as Common Areas by the Partnership in writing, including easements and

✓ Land Title

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rights-of-way as defined in the subdivision maps and the Declaration of Easements for Ingress and Egress and Utilities (hereinafter referred to as "Declaration of Easements") as recorded in Map Book 279 Page 295 in the Probate Court of Shelby County, Alabama.

Section 3. "Declarant" shall mean CPR Partnership, an Alabama general partnership, who shall also be considered an Owner, so long as the Declarant owns a lot.

Section 4. "Declaration" shall mean the covenants, conditions and restrictions herein set forth in this entire document, as the same made from time to time be amended.

Section 5. "Improvement" shall mean the buildings, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind or as a part of a Lot.

Section 6. "Lot" shall mean any parcel of real property designated as a Lot on the recorded Subdivision Map. A Lot shall be deemed "improved" when a permanent building has been constructed thereon.

Section 7. "Owner" and "Owners" shall mean and refer to the Declarant while an owner of a Lot, and the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property hereinbefore referred to and described in the Subdivision Map as recorded in Book 14 Page 6 in the Probate Court of Shelby County, Alabama as "Environ's Park Subdivision", and such additions thereto as may hereafter be brought under the Declaration, more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference. The Declarant reserves the right and option to add additional real property to the Property, and impose these covenants and restrictions thereon.

Section 9. "Subdivision Map" shall mean the recorded maps or plats covering any or all of the property referred to in this Declaration, which is described in Exhibit "A" and attached hereto and incorporated herein by reference, and any additional real property added hereto. The Subdivision Map is recorded in the Probate Office of Shelby County, Alabama at Book 14 Page 6.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Common Area. Every Owner shall have the rights and easements of enjoyment in and to the Common Areas which shall be

appurtenant to and shall pass with the title to the Lot acquired by the Owner, as may be described in the Declaration of Easements for Ingress and Egress and Utilities which is recorded in the Probate Office of Shelby County, Alabama at Book 279, Page 295. The Partnership retains the right to dedicate all or any part of the Common Area to any political entity or Subdivision.

Section 2. Roads. The use of the road system in the Subdivision shall be restricted as provided in Article IV, Sections 13, 14 and 15. The right of use of such roadway system shall be governed by the Declaration of Easements for Ingress and Egress and Utilities which is recorded in the Probate Office of Shelby County, Alabama at Book 279, Page 295.

### ARTICLE III

#### PROPERTY SUBJECT TO RESTRICTIONS

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Section 1. General Declaration. The Declarant intends to sell and convey the Lots to Owners, subject to this Declaration and any subsequent amendment or supplement thereto along with the recorded Declaration of Easements. Declarant hereby declares that all of the property is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or supplemented from time to time. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision and development of the property and is established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. All of the provisions of this Declaration shall run with the property for all purposes and shall be binding upon and inure to the benefit of the Declarant, the Architectural Design Committee, all Owners and their heirs, successors and assigns.

### ARTICLE IV

#### LAND USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

Section 1. Utility Service. The maintenance of and erection or placement of utility services throughout the Property shall be governed by the Declaration of Easements. In the Declaration of Easements, an Architectural Design Committee is referred to. For purposes of this Agreement, the Architectural Design Committee as defined herein shall be the same as the Architectural Design Committee referred to in the Declaration of Easements. The Architectural Design Committee shall approve or disapprove the placement and maintenance of utility services on the Property as provided herein.

Section 2. Improvements and Alterations. No Improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in

fee by Declarant to an Owner shall be made or done without the prior written approval of the Architectural Design Committee, except as otherwise expressly provided in this Declaration. Prior to making any Improvement to any Lot, the Owner shall submit to the Architectural Design Committee the plans and specifications of the Improvements to be made, and landscaping of the Lot. No building, fence, wall, screen or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Design Committee or any committee established by the Architectural Design Committee for this purpose. Pursuant to its rule making power, the Architectural Design Committee shall establish reasonable procedures for the preparation, submission and determination of applications for any Improvement or alteration. The Architectural Design Committee shall have the right to refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscaping plans and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring Lot. All subsequent additions to or changes or alterations in any building, fence, wall, structure or landscaping shall be subject to the prior written approval of the Architectural Design Committee. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Architectural Design Committee. All decisions of the Architectural Design Committee shall be final unless overridden by a vote of two-thirds (2/3) of the Owners of Lots, and no Owner or other parties shall have recourse against the Architectural Design Committee for its refusal to approve any such plans or specifications or plot plans. In the event the Architectural Design Committee shall fail either to approve or disapprove any plans or specifications within thirty (30) days after submission of it, then such plans or specifications will be deemed to have been approved, and the Owner may proceed with his proposed Improvements, alterations, repairs, landscaping, excavation or other work.

**Section 3. Maintenance of Lawns and Plantings.** Each Owner of a Lot within the Property shall properly maintain the grounds and keep the Lot free of trash and other unsightly material. The initial landscaping of any Lot shall be subject to the approval of the Architectural Design Committee in the manner set forth in Section 2 above.

**Section 4. Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, or on any Lot therein, and no odor shall be permitted to arise therefrom, so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any Lot in the vicinity thereof or to its occupants. Without the limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, firearms or fireworks or other sound



devices, except security devices used exclusively for security purposes, shall be located, used or placed on any of the Lots.

**Section 5. Repair of Buildings.** No building or structure within any Lot shall be permitted to fall in disrepair, and each such building and structure shall at all times be kept in good condition and repair.

**Section 6. Trash Containers and Collection.** No garbage or trash shall be placed or kept within any Lot, except in covered containers of a type, size, style and location which are approved by the Architectural Design Committee. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators for burning trash or garbage shall be operated, kept or maintained on any Lot, nor shall garbage or trash be permitted to be buried on any Lot at any time.

**Section 7. Right-of-Way.** During reasonable hours and in appropriate circumstances, any member or the Architectural Design Committee, or any authorized representative of such member, shall have the right to enter upon and inspect the Property and the Improvements thereon or any Lot within the Property, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

**Section 8. Mineral Exploration.** No Lot within the Property shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind without the approval of two-third (2/3) of the Owners.

**Section 9. Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of any Improvement thereon or other permitted use.

**Section 10. Livestock.** No Owner shall permit the breeding or owning of any animal referred to as livestock. This shall not include domestic pets such as dogs or cats.

**Section 11. Temporary Structures.** No Owner shall have or permit any temporary home structure to be maintained upon any Lot including, but not limited to, trailers or campers.

**Section 12. Living Space.** Each Lot shall be permitted to have one residence built thereon or one office building thereon. Any residence built on a Lot shall contain at least 2,400 square feet of living space. Approval of the design of this residence and the plans and specifications therefor are subject to the approval requirements of the Architectural Design Committee as provided above.

**Section 13. Roads and Driveways.** Any roads or driveways on a Lot shall be completely paved with either tar or gravel to within forty (40) feet of

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the entry into the garage or carport area. This requirement shall be subject to the approval of the Architectural Design Committee authorizing and approving the paving requirements.

Section 14. Other Vehicles. No vehicles shall be permitted on the Property or any Lot contained therein for off-road transportation. All vehicles traveling within the Property shall be limited to travel on paved surfaces therein. Further, no gasoline, powered motors or engines shall be permitted on any of the lakes contained within the Property.

Section 15. Maintenance of Roads and Utilities. Each Lot Owner shall be required to reimburse Declarant or the person or entity authorized by Declarant to pay for any Improvements or maintenance on any of the roads, drives or utilities within the Property. This shared cost shall be divided equitably as decided by the Architectural Design Committee.

Section 16. No Further Subdivision. The Declarant hereby declares that the Property shall not be further subdivided without the express written approval of 100% of the Owners of the Lots contained on the Property.

Section 17. Right of First Refusal. The Declarant hereby declares that should any Owner, for a period of ten (10) years from the date first written above, decide to sell a Lot, the Owner shall first offer to sell the Lot to the Declarant upon the same terms and conditions under which it has received an offer to sell. This right of first refusal shall only last for a period of ten (10) years so as not to unduly restrict the right of alienability of this Property.

## ARTICLE V

### VARIANCES AND AMENDMENTS OF DECLARATION

Section 1. Amending Declaration. The restrictive covenants set forth herein may be waived by the Architectural Design Committee with respect to any given Lot for the benefit of such Lot, provided that no restrictive covenant shall be waived unless (i) the Architectural Design Committee shall set forth in writing its unanimous determination that such waiver is consistent with the objectives of this Declaration and is not detrimental to any Lot or to any Property owned by the partnership, and (ii) such waiver is approved by a majority vote of the Owners of the Lots. Additionally, this Declaration may be amended by a two-thirds (2/3) vote of the Owners approving such amendment and the filing of record of the amended portion of the subdivision plat and the amendments to the restrictive covenants, if such amendment is necessary to effectuate such waiver by the Architectural Design Committee. Notwithstanding the above provisions, except as set forth above, this Declaration may only be amended in accordance with the provisions of Article VII, Section 4 hereof.

## ARTICLE VI

### ARCHITECTURAL DESIGN COMMITTEE

Section 1. Organization, Power of Appointment and Removal. There shall be an Architectural Design Committee organized as follows:

A. COMMITTEE COMPOSITION. The Design Review Committee shall consist of five (5) regular members; none of such members shall be required to be an architect or to meet any other particular qualifications for membership. A member need not be a member of the Partnership.

B. INITIAL MEMBERS. The following persons are hereby designated as the initial members of the Architectural Design Committee:

Office No. 1	Stephen B. Cox
Office No. 2	Richard B. Ryel
Office No. 3	James V. Peavy, Jr.
Office No. 4	Allen J. Uffinger
Office No. 5	Stephen R. Woolsey

C. TERMS OF OFFICE. Unless the initial members of the Architectural Design Committee have resigned, died or become disabled, their terms of office shall be for the periods of time indicated below, and until the appointment of their respective successors:

The term of office Nos. 1-5 shall expire December 31, 2000.

Thereafter, the term of each Architectural Design Committee member appointed shall be for a period of five (5) years and until the appointment of a successor. Any new member appointed to replace a member who has resigned, died or become disabled, shall serve such member's unexpired term. Members or new members who have resigned or become disabled may be reappointed.

D. APPOINTMENT AND REMOVAL. The right to appoint and remove the members of the Architectural Design Committee shall be and is hereby vested in the Owners of the Lots. Architectural Design Committee members shall be appointed or removed by a two-thirds (2/3) vote of the Owners of the Lots. Each Lot shall be entitled to one (1) vote. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recordation of a Declaration identifying each new member

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appointed to the Committee and each member replaced or removed therefrom. Failure to record the same shall not void actions taken by the members duly serving on the Architectural Design Committee except for such failure to record.

E. RESIGNATION. Any member of the Architectural Design Committee may at any time resign from the Committee by giving written notice thereof to the Committee.

F. VACANCIES. A vacancy on the Architectural Design Committee of one of the members of the Committee shall be filled by the remaining members of the Architectural Design Committee. If two places on the Architectural Design Committee are vacant at the same time, the remaining two places shall be filled as provided in Paragraph D above. A vacancy or vacancies on the Architectural Design Committee shall be deemed to exist in the case of death, resignation or disability of a member of the Committee.

Section 2. Duties. It shall be the duty of the Architectural Design Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Design Committee Rules, to perform other duties delegated to it by the Lot Owners and to carry out all other duties imposed upon it by this Declaration.

Section 3. Meetings and Compensation. The Architectural Design Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two members, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any other provision of this Declaration. The Committee shall keep and maintain a written record of all action taken by it at such meetings or otherwise. No member of the Architectural Design Committee shall receive any compensation for services as a member of the Architectural Design Committee. All members of the Architectural Design Committee shall be entitled to reimbursement from the Lot Owners according to equitable percentages as set forth in Article IV, Section 15 above for all reasonable expenses incurred by them in the performance of any Architectural Design Committee functions.

Section 4. Architectural Design Committee Rules. The Architectural Design Committee may, from time to time and in its sole absolute discretion, but not be required to, adopt, amend and repeal by unanimous vote or written consent, rules and regulations, to be known as "Architectural Design Committee Rules."

Section 5. Waiver. The approval by the Architectural Design Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar, plan, drawing, specifications or matters subsequently submitted for approval.



Section 6. Liability. Neither the Architectural Design Committee nor any member thereof shall be liable to any Owner, the Declarant or any other party for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or (c) the development of any Property. Without in any way limiting the generality of the foregoing provisions of this Section, the Architectural Design Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications, or any other proposals submitted to the Architectural Design Committee.

Section 7. Indemnification. All Lots and their Owners do hereby indemnify each member of the Architectural Design Committee to the full extent as may be permitted by law. By this, the Declarant and all Lot Owners intend that the Architectural Design Committee members shall not, as members of this Committee, be subject to any liability. If a member of the Architectural Design Committee is also an Owner, it shall be required to indemnify any member of the Architectural Design Committee as set forth in the preceding sentence.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect in other provision which shall remain in full force and effect.

Section 3. Conflict. In the event that any provision of this Declaration conflicts with a provision contained in the Declaration of Easements for Ingress and Egress and Utilities, the provisions contained in this Declaration shall control.

Section 4. Amendment. The covenants and restriction of this Declaration shall run with and bind the Property and each Lot therein and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. In addition to the provisions for amendment set forth in Article V, Section 1 hereof, this Declaration may be

amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded to be effective.

**Section 5. Violations and Nuisance.** Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Declarant or any Owner or Owners of any Lot. However, any other provision to the contrary notwithstanding, only the Declarant or its duly authorized agents may enforce by self-help any of the provisions of this Declaration. A violation of those restrictions and covenants, or any one of them, shall not effect the lien of any mortgage now of record, or which hereafter may be placed on record upon said Lots or any part thereof and there shall be no forfeiture or reversion of title as a result thereof.

**Section 6. Termination.** This Declaration may be terminated at any time during the first twenty (20) years following the date hereof by an instrument signed by not less than ninety percent (90%) of the Owners of the Lots and, thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Owners of the Lots, which instrument shall be recorded in order to be effective.

**Section 7. Violation of Law.** Any violation of any state, municipal, or local law, ordinance of regulation pertaining to the ownership, occupation or use of the Property or any Lot therein, is hereby declared to be a violation of this Declaration and subject to any and all the enforcement procedure set forth herein.

**Section 8. Remedies Cumulative.** Each remedy provided by this Declaration is cumulative and not exclusive.

**Section 9. Delivery of Notices and Documents.** Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered when deposited in the United States Mail, postage prepaid, addressed as follows: If to Declarant or the Architectural Design Committee, at 1776 Independence Ct., Suite 104, Birmingham, Alabama 35216, if to an Owner, to the address of any Lot owned, in whole or in part, or to any such other address last furnished by an Owner to the Architectural Design Committee in writing; provided, however, that any such address may be changed at any time by the party concerned by recording a written notice of change of address and delivering a copy thereof to the Declarant and the Architectural Design Committee. Each Owner of a Lot shall file the correct mailing address of such Owner with the Declarant and the Architectural Design Committee and shall promptly notify the Declarant and the Architectural Design Committee in writing of any subsequent change of address.

**Section 10. The Declaration.** Deeds of conveyance of the Property, Lots, or any part thereof may contain the restrictions and covenants contained herein by reference to this document, but whether or not such reference is

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made in any or all of said deeds, each person, entity, personal representative, successors, transferees, assigns, or upon acquiring any interest in any Lot, shall do so subject to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the Improvement and development of the real property covered hereby and evidences that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assigns, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed as of the date and year first written above.

DECLARANT

CPR PARTNERSHIP, an Alabama  
general partnership

By: Stephen T. Cox  
STEPHEN T. COX  
Its General Partner

By: Richard B. Ryel  
RICHARD B. RYEL  
Its General Partner

By: James V. Peavy, Jr.  
JAMES V. PEAVY, JR.  
Its General Partner

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen T. Cox, whose name as General Partner of CPR Partnership, an Alabama general partnership, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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 16<sup>th</sup> day of February, 1990.

Bradley G. Siegal  
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: \_\_\_\_\_

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STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard B. Ryel, whose name as General Partner of CPR Partnership, an Alabama general partnership, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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 16<sup>th</sup> day of February, 1990.

Bradley G. Siegal  
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James V. Peavy, Jr., whose name as General Partner of CPR Partnership, an Alabama general partnership, is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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 16<sup>th</sup> day of February, 1990.

Bradley G. Siegal  
Notary Public

MY COMMISSION EXPIRES NOVEMBER 27, 1993

My Commission Expires: \_\_\_\_\_

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EXHIBIT "A"

Lots 1 through 8 of the Environ's Park Subdivision as recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress and egress as recorded in Real 58, Page 326, in the Probate Office of Shelby County, Alabama.

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

90 FEB 19 AM 8:20

*Thomas W. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	-----\$
2. Mtg. Tax	-----\$
3. Recording Fee	-----\$ 35.00
4. Indexing Fee	-----\$ 3.00
5. No Tax Fee	-----\$
6. Certified Fee	-----\$ 1.00
Total	-----\$ 39.00