

1982
This instrument prepared by:

Howard Donovan
1 Independence Plaza
Suite 510
Birmingham, Alabama 35209

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into as of the 1st day of September, 1991, by and among the **LOT OWNERS** executing this Declaration, who are the owners of all of the lots within Wehapa Lakes Subdivision as shown in Map Book 4 and Map Book 13, in the Office of the Judge of Probate of Shelby County Alabama (the "Lot Owners"), the **STOCKHOLDERS** executing this Declaration, who are the owners of all the Stock of Wehapa Lakes, Inc., an Alabama Corporation (the "Stockholders") and **WEHAPA LAKES, INC.**, an Alabama for profit corporation ("WLI" or the "Corporation").

WITNESSETH:

WHEREAS, Wehapa Lakes Subdivision is a private recreational residential community consisting of 27 Lots around Lake Wehapa with access by private roadway from Shelby County Highway 41 all as shown and described on the Subdivision Record Maps recorded at the above-referenced Map Books; and

WHEREAS, the title to the lands in Wehapa Lakes Subdivision not encompassed within the individual Lots (the "Community Areas") is vested in WLI, as a result of several real estate conveyances to WLI, including, without limitation, the instruments recorded at Book 290, Page 73, Book 190, Page 838, Book 216, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, WLI is responsible for the maintenance of the Community Areas, and Access Easement and is the entity responsible for ownership of the Community Areas in Wehapa Lakes Subdivision; and

WHEREAS, the original restrictions (the "Original Restrictions") for Wehapa Lakes Subdivision, recorded at Book 214, Page 463, in the Office of the Judge of Probate of Shelby County, Alabama, provided that for a person to own a Lot within Wehapa Lakes Subdivision he or she "shall have been approved by and be a Shareholder of Wehapa Lakes, Inc."; and

WHEREAS, the Bylaws of WLI provide for a "membership committee" to approve each proposed transfer of stock in WLI, it being the purpose and intention of the developers that a Lot Owner must be a Stockholder in Wehapa Lakes, Inc. and visa versa, so that only approved parties may own Lots within Wehapa Lakes Subdivision; and

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WHEREAS, the Original Restrictions did not set forth on the public records the above-described scheme of ownership and operation of Wehapa Lakes Subdivision nor did the Original Restrictions provide that each Lot is subject to assessment for the payment of the expenses attendant to the maintenance and upkeep of the Community Areas; and

NOW, THEREFORE, BE IT RESOLVED, that in order to assure a community of congenial owners and residents and to effectuate the purposes of the Original Restrictions, the Stockholders of WLI, who, together with the Corporation, own all the Community Areas and Lots described in the attached Exhibit "A" and in the Surveys of Wehapa Lakes Subdivision as recorded in Map Book 4 and Map Book 13 in the Office of the Judge of Probate of Shelby County, Alabama, agree that all of said Lots shall be subject to the following conditions, restrictions, covenants and limitations, and that the Original Restrictions be, and they hereby are, amended to read, in their entirety, as follows:

ARTICLE I

DEFINITIONS

Section 1. "Access Easement" shall mean the private easement for vehicle and pedestrian ingress and egress depicted on the Subdivision Record Maps and further referred to in Article V hereof.

Section 2. "Architectural Committee" shall mean the committee created pursuant to Article VI hereof.

Section 3. "Articles" shall mean the Articles of Incorporation of the Corporation, as said Articles may be amended from time to time.

Section 4. "Board" or "Board of Directors" shall mean the Board of Directors of the Corporation.

Section 5. "Bylaws" shall mean the Bylaws of the Corporation, as such Bylaws may be amended from time to time.

Section 6. "Community Areas" shall mean the areas of the Property (including, without limitation, "Lake Wehapa") which are not included within the boundaries of any Lot and which are shown on the Subdivision Record Maps recorded at Map Book 4 and Map Book 13, together with the real property described with particularity on Exhibit "A" hereof, all references to recording being in the Office of the Judge of Probate of Shelby County, Alabama.

Section 7. "Corporation" shall mean and refer to Wehapa Lakes, Inc., an Alabama corporation, and its successors and assigns.

Section 8. "Declaration" shall mean this entire document, as the same may from time to time be amended.

Section 9. "Effective Date" shall mean the date this Declaration is filed for record in the Office of the Judge of Probate of Shelby County, Alabama.

Section 10. "Improvement" shall mean the buildings, roads, houses, parking areas, fences, walls, hedges, plantings, planted trees and shrubs, all located within the Community Areas and for which the Corporation is responsible to repair and maintain.

Section 11. "Lot" shall mean and refer to the individual lots as reflected in the Subdivision Record Maps or the separate tracts within Wehapa Lakes Subdivision on which a Single Family Residence is located.

Section 12. "Lot Owner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot and the record owner, whether one or more persons or entities, of each share of Stock of the Corporation. 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 13. "Non-restricted Transfer" shall mean a Transfer (i) by a Stockholder to, or to a trustee or trustees of one or more trusts established solely for the benefit of, the spouse, children or grandchildren of such Stockholder, or (ii) by a trustee or trustees of such a trust to the spouse, children or grandchildren of the Stockholder who established such trust, (iii) by a Stockholder to the spouse, children or grandchildren of a Stockholder or to a partnership or corporation owned entirely by the Stockholder, his or her spouse, or the children or grandchildren of such Stockholder.

Section 14. "Notice of Proposed Transfer" shall mean a notice given by a Stockholder pursuant to Article III of Section 3 below.

Section 15. "Property" shall mean and refer to all that certain real property described in the Subdivision Record Maps and including all of the Lots and the Community Area and also those lands described with particularity on the attached Exhibit "A".

Section 16. "Purchaser" shall mean any person who acquires any Lot and Stock.

Section 17. "Stockholder" shall mean any person who is a Stockholder of the Corporation.

Section 18. "Single Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in Article VII hereof.

Section 19. "Stock" shall mean any share or shares of the capital stock of WLI now or hereafter issued and outstanding.

Section 20. "Subdivision Record Maps" shall mean the recorded maps or plats covering any or all of the property referred to in this Declaration, and any amendments or supplements thereto, or as recorded in Map Book 4 and Map Book 13, in the Office of the Judge of Probate of Shelby County, Alabama.

Section 21. "Transferee" shall mean any person, firm, corporation or other entity to whom a Transfer of a Lot and Stock is made. "Transfer" shall refer to the transfer of stock in Wehapa Lakes, Inc. and a Lot within Wehapa Lakes Subdivision.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Lot Owners hereby declare 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 hereafter may be amended or supplemented from time to time. This Declaration is declared and agreed to be beneficial for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all parts 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 Corporation, its Stockholders, and all Lot Owners, and their respective heirs, successors and assigns.

ARTICLE III

THE CORPORATION

Section 1. General Declaration of Responsibility. The Corporation shall be the legal entity responsible for the management, maintenance, repair and replacement of the Community Areas, the Access Easements on the Property and the Improvements in the Community Areas, all as provided for in this Declaration. The power and duties of the Corporation shall include those set forth in Section 10-2A-1, et seq., of the Code of Alabama, this Declaration and the Bylaws of the Corporation. In the event of a conflict between the provisions of the Bylaws of the Corporation and this Declaration, the provisions of this Declaration shall control.

Section 2. No Separate Transfer of Lot or Stock. No Stockholder may Transfer all or any partial interest in any Lot owned by such Stockholder without at the same time transferring to the Transferee of such Lot or Stock, a like interest in the share of Stock owned by the Stockholder by reason of his or her ownership of such Lot; and no Stockholder may Transfer all or any interest in any share of Stock owned by such Stockholder without at the same time Transferring to the Transferee of such Stock a like interest in the Lot by reason of the ownership of which the Stockholder owns such Stock. Each certificate evidencing a share or shares of Stock shall be conspicuously endorsed with the legend:

Transfer of the share(s) evidenced by this certificate is subject to
the restrictions set out in Declaration of Restrictive Covenants
dated as of September 1, 1991.

Section 3. Certain Transfers of Lots and Stock Restricted. No Transfer of any Lot or Stock or any partial interest therein, other than (i) a Non-restricted Transfer, (ii) a Transfer by will or intestacy or (iii) a Collateral Transfer, may be made except in accordance with the provisions of this Section 3, and any attempt to make any such Transfer otherwise than in accordance with the provisions of this Section 3 shall be null and void:

A. The Stockholder proposing to make the Transfer shall give a Notice of Proposed Transfer, in the manner provided in Section 4 below, to the Corporation, describing the terms of the Proposed Transfer in reasonable detail, including the name and address of the proposed Transferee and the Transferee's family relationship, if any, to the Stockholder giving the Notice of Proposed Transfer. The giving of a Notice of Proposed Transfer shall constitute a representation and warranty to the Corporation by the Stockholder giving the Notice of Proposed Transfer that the Proposed Transfer will be made on the terms and to the party or parties set forth in the Notice of Proposed Transfer.

B. Within fifteen (15) days after receipt by the Corporation of any Notice of Proposed Transfer, the President of the Corporation shall, or in his absence or failure to act any member of the Board may call a special meeting of the Stockholders of the Corporation to consider whether the Corporation shall approve the Proposed Transfer. All Proposed Transfers must be approved by the affirmative vote of two-thirds (2/3) of the Stockholders either voting in person or by proxy. If the Transfer is not so approved, it may not be made. Any special meeting called pursuant to this provision shall be limited to taking action on the proposed Transfer, and no other business shall be conducted at such meeting. The Stockholders shall have the authority to attach any special conditions to its approval it deems appropriate.

C. If the Corporation does not notify the Stockholder giving the Notice of Proposed Transfer of the Corporation's approval or disapproval within forty-five (45) days after receipt by the Corporation of the Notice of Proposed Transfer, the Proposed Transfer may be made to the proposed Transferee, named in the notice set out in the Notice of Proposed Transfer, within ninety (90) days after receipt by the Corporation of the Notice of Proposed Transfer. If the Transfer is not made within such 90-day period, the Lot and Stock proposed to be Transferred shall again become subject to the provisions of this Declaration.

D. The provisions of this Section 3 shall not apply to a Collateral Transfer, but the Lot and Stock made the subject of any Collateral Transfer shall at all times be and remain subject to the provisions of this Section 3 with respect to any subsequent Transfer pursuant to the terms of the Collateral Transfer, such as any sale upon foreclosure of a mortgage.

Section 4. Notices. All notices or other communications required or permitted under this Declaration shall be deemed given when (a) delivered to the person to whom the notice or other communication is directed at the address of such person set out below or (b) mailed by certified mail, first-class postage prepaid, addressed as follows:

- (i) if to the Corporation, to the attention of the President of the Corporation, with a copy to the Secretary of the Corporation, addressed to such officers at their respective addresses set forth in the most recent list of addresses of Stockholders and officers of the Company furnished to the Stockholders by the Secretary of the Corporation;
- (ii) if to any Stockholder, at such Stockholder's address as shown on the list referred to in clause (i) above; and
- (iii) if to the personal representatives, heirs, devisees or legatees of any deceased Stockholder, to any business or residential address therefor.

Section 5. Maintenance by the Corporation. The Corporation may, at any time, in the discretion of the Board, without any approval of the Lot Owners being required:

- (a) Reconstruct, repair or refinish any of the Improvements located in the Community Areas;
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of the Access Easement used as a road, street, walk or parking area;
- (c) Replace injured and diseased trees or other cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;
- (d) Place and maintain in any such Access Easement such signs as the Board may deem appropriate for the proper identification, use and regulation thereof; and
- (e) Do all such other acts which the Board deems necessary to preserve and protect the Property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

Section 6. Other Rights of the Corporation. In addition to all the rights granted the Board and Corporation by law and this Declaration, the Board shall have the right to provide and pay for certain services, the cost of which shall be paid out of the charges provided for in Article IV hereof, and adopt rules, regulations, procedures and policies with respect to:

- (a) garbage and trash collection and removal;
- (b) boats and motor vehicle operation;
- (c) parking of motor vehicles on the streets or roads in the Access Easement;
- (d) the parking and securing of gates or points of access and the issuance and distribution of keys or other devices to operate locks or gates, and the use of electrical devices to accomplish the same; and
- (e) any other matter affecting the general welfare or the safety of all using any portion of the Property.

Section 7. Designated Voter. When any Lot or Stock is owned by more than one person, or by a partnership, trust or corporation, the Owners, or beneficial owners thereof, shall designate by certificate one individual (the "Designated Voter") as entitled to cast the vote for each such Lot and Stock on all matters requiring a vote of the Owner by virtue of this Declaration or the Bylaws of the Corporation. Such certificate shall be filed with the Secretary of the Corporation and shall remain in force and effect until revoked by a subsequent certificate or a transfer of the Lot and Stock.

Section 8. No Right to Distribution or Partition. No Stockholder by virtue of his Stock ownership shall be entitled to receive any compensation for his Stock from the Corporation or distribution of any real or personal property from the Corporation, except upon a two-thirds (2/3) vote of the Stockholders of the Corporation.

ARTICLE IV

COVENANTS FOR MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation of Charges. Each Lot Owner and Stockholder for each Lot owned covenants and agrees to pay to the Corporation: (1) annual assessments, (2) special assessments, and (3) supplemental assessments as herein provided. The annual, supplemental and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessments became due. This personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Charges. The annual assessments levied by the Corporation shall be used exclusively for (i) the improvement and maintenance of the Community Areas, (ii) the procuring of services for the Owners, including, but not limited to, those services specified in Article III hereof and such other services which may be approved by the Stockholders and (iii) capital improvements to the Community Areas and Lake Wehapa. All annual assessments shall be approved by a two-thirds (2/3) vote of the Stockholders.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments, the Corporation may levy, in any given year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or replacement of a capital improvement to the Access Easement or other Community Area, including fixtures and personal property related thereto, provided that any such charge shall have the assent of two-thirds (2/3) of the votes of the Stockholders (voting in person or by proxy) at a meeting duly called for this purpose.

Section 4. Supplemental Assessments. If during the course of any year, it shall appear to the Board that the annual assessments determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget. Any such supplemental assessment, in excess of \$3,000.00 shall require a two-thirds (2/3) favorable vote of the Stockholders.

Section 5. Notice and Quorum for Any Authorized Action. Written notice of any meeting called for the purpose of approving annual and special assessments shall be sent to all Stockholders not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Charges. Both annual, special and supplemental assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis. Each Lot, whether or not improved, shall bear its pro rata part of

the maintenance cost and shall not be entitled to a reduction because all or some of the services for which the assessment is made are not being utilized by the Owner of such Lot.

Section 7. Assessment Payment Due Dates. The annual maintenance assessments provided for herein shall commence as to all Lots on January 1st of each year. Written notice of the annual assessments shall be sent to every Stockholder. Payment of the annual assessment shall be due on March 1st of each year. The date for payment of all other assessments shall be established by the Board. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Corporation. By his acceptance of title to a Lot and a share of Stock, each Lot Owner and Stockholder is and shall be deemed to covenant and agree to pay the Corporation the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Corporation employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such assessment when due, and the elapse of thirty (30) days after notice to the Owner, the assessment shall be deemed delinquent and subject to immediate collection. In addition to any other remedies herein or by law provided, the Corporation may collect such delinquent assessments in any manner provided by law or in equity, and without any limitation of the foregoing, by either or both the following procedures:

(a) **Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Corporation against a Owner to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the maximum legal rate per annum from the date of delinquency, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner.

(b) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on every Lot to secure payment to the Corporation of any and all charges levied against any and all Owners, together with interest thereon at the maximum legal rate which may be paid or incurred by the Corporation in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such charge, the Corporation, or any authorized representative shall make a written demand for payment to the defaulting Owner, on behalf of the Corporation. Said demand shall state the date and amount of the delinquency. Each default in payment shall constitute a separate basis for a demand. The Corporation may elect to file such a claim of lien on behalf of the Corporation against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Corporation, and shall contain substantially the following information:

1. The name of the delinquent Owner;
2. The legal description of the Lot against which claim of lien is made;

3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees (with any proper offset allowed).

Section 9. Subordination of the Lien to Mortgages. The lien for the charges provided for herein shall be subordinate to the lien of any mortgage. The sale or transfer of any Lot shall not affect the lien charged under this Article IV. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such charge as to payments which become due prior to such sale or transfer.

ARTICLE V

PRIVATE ROADWAYS AND COMMUNITY AREAS

Section 1. Ingress and Egress and Access Easement. The private roadways reflected on the Subdivision Record Maps, as the same may be amended, shall constitute the Access Easement for the Property. The Access Easement is for the purpose of ingress, egress, private roadways, the installation, replacing, repairing and maintaining of all utilities, including but not limited to water, sewers (sanitary and storm), gas, telephone, and electricity. The Access Easement is a private easement and the recordation of the Subdivision Record Maps, the Original Restrictions or this Declaration shall not be deemed to dedicate the same to the public or for the public to have acquired any rights therein.

Section 2. Utility Easements. There is hereby created a blanket easement across the Access Easement and the Community Areas for the installation, replacing, repairing and maintaining of all utilities, including but not limited to water, sewers (sanitary and storm), gas, telephones, and electricity, and television cable systems. By this easement, it shall be expressly permissible for such utility providers to erect and maintain the necessary poles and other necessary equipment in the Community Areas. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Access Easement in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as presently programmed or installed or as may be hereafter approved by the Board. Should any utility furnishing a service covered by this general easement request a specific easement by separate recordable document, the Corporation shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for in this Article V shall in no way affect any other easement of record on the Property.

Section 3. Community Areas Easement. For the benefit of each Lot Owner and their guests, family and invitees, there shall be an easement over and across the Community Areas for the use and benefit of each of the Lot Owners subject at all times to the Rules and Regulations of the Corporation regarding use of the Community Areas.

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ARTICLE VI

ARCHITECTURAL CONTROL

From and after the Effective Date of this Declaration, no Single Family Residence shall be commenced or erected upon a Lot, nor shall any exterior addition to or change or alteration to a Single Family Residence be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Board of the Corporation, or by a majority of an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Should a committee be established, any appeal from said committee must first be taken to the Board where only an unanimous vote can overrule the action taken by the Architectural Committee.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. Use Restrictions. The Property and each Lot will be used for residential purposes only, and no trade or business purposes, including any type of home industry, will be permitted. No Single Family Residence except as approved by the Architectural Committee shall be erected on any Lot within the Property. The following shall constitute prohibited uses:

- (a) dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to Owners; and
- (b) raising, breeding, or keeping of any animals, birds, or fowls for commercial purposes; and
- (c) exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; and
- (d) rental of a Single Family Residence and related amenities for any period either gratuitously or for a monetary consideration.

Any Owner may request from the Architectural Committee at any time a determination of whether a use is permitted. A certificate to that effect signed by a majority of the Architectural Committee shall be deemed to be dispositive of this issue.

Section 2. Limitation on Size and Location of Structures.

- (a) No Single Family Residence shall exceed 35 feet in height. Under no circumstances shall any Lot be subject to further subdivision. Any additional Lots proposed

for the Property shall require the amendment of this Declaration in accordance with Article VIII, Section 5 hereof.

(b) Each Single Family Residence shall not be less than 2,000 square feet on the ground floor of any one-story residence; or not less than a total of 2,500 square feet in the case of a multi-story residence. For the purpose of this covenant, garages, basements, carports, eaves, steps and open decks or terraces shall not be considered as a part of a Single Family Residence.

(c) No Single Family Residence or other structure shall be located within fifty (50) feet of the lateral boundary line of any Lot, without the approval of the Architectural Committee and the adjacent Lot Owner.

(d) No tree houses shall be permitted.

Section 3. Satellite Dishes. Any Lot Owner proposing to install a satellite dish must submit to the Architectural Committee a plan illustrating the location of the proposed satellite dish on the Lot for written approval prior to installation.

Section 4. Application to Existing Structures. The provisions of this Article shall apply to all structures or Single Family Residences erected on any Lot from and after the Effective Date. The provisions of this Article shall not be construed or interpreted to prohibit the existence and maintenance of any structure or Single Family Residence in use or occupied as of the Effective Date.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the Corporation, its successors or assigns, any Lot Owner and Shareholder, and/or their respective heirs, successors and assigns, in addition to the right of enforcement, all other remedies specified herein, the right to proceed at law for damages or in equity for specific performance to compel compliance with the terms of this Declaration or to set aside any conveyance made in violation thereof, and to prevent the violation or breach of any provisions thereof. Failure by the Corporation or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Owners, their respective heirs, successors and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 3. No Reverter. No restriction or provision herein is intended to be, or shall be construed as a condition subsequent so as to create any possibility of a reverter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no ways affect the other provisions of this Declaration which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or dissolved by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots and Stock. Any amendment must be recorded.

Section 6. Execution and Counterparts. This Declaration may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together constitute but one and the same Declaration.

Section 7. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Wehapa Lakes, Inc., a corporation, each Stockholder of the Corporation and each Lot Owner in Wehapa Lakes Subdivision has executed this instrument on the date set opposite his, her or its signature hereto for the purpose of expressing the consent of each to the adoption of, and agreement to be bound by, this Declaration of Restrictive Covenants all as of the Effective Date.

WEHAPA LAKES, INC., a corporation

By: *[Signature]*
Its President

Date of Execution: 10/30/91

ATTEST: Mary Virginia Brown, Sec'y

By: _____
Its _____

[SEAL]

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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Davis, whose name as President of **WEHAPA LAKES, INC.**, a corporation, 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 said 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 seal, this 30th day of October, 1991.

[NOTARIAL SEAL]

Charles Robinson
Notary Public

My Commission Expires: 7-10-95

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Lot A-Harper's Addition, Stock Certificate 128

Michael D. Thompson
Michael D. Thompson

Date of Execution: August 26, 1991

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael D. Thompson, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 26th day of August, 1991.

[NOTARIAL SEAL]

Hubert M. Christ
Notary Public

My Commission Expires: 10-13-94

Part of Lot 1, Stock Certificate 129

Jerry W. Jackson
Jerry W. Jackson

Carolyn Clarke Jackson
Carolyn Clarke Jackson

Date of Execution: Oct 3, 1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jerry W. Jackson and Carolyn Clarke Jackson, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 3 day of October, 1991.

[NOTARIAL SEAL]

Francis S. Carson
Notary Public

My Commission Expires: 4/21/93

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Part of Lot 1, Stock Certificate 123

Rodonna T. Tully
Rodonna T. Tully

Date of Execution: 8/30/91

STATE OF ALABAMA)

Screely COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Rodonna T. Tully, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 30 day of August, 1991.

[NOTARIAL SEAL]

Renee V. Veste
Notary Public

My Commission Expires: 12-2-92

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Lot 1-A, Stock Certificate 108

Garnet M. Deramus
Garnet M. Deramus

Date of Execution: 8.27.91

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Garnet M. Deramus, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 27 day of August, 1991.

[NOTARIAL SEAL]

Patricia C. Burns
Notary Public

My Commission Expires: 3.9.92

BOOK 375 PAGE 924

Lot 2, Stock Certificate 109

James H. Emack
James H. Emack

Henrietta S. Emack
Henrietta S. Emack

Date of Execution: Oct 8, 1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James H. Emack and Henrietta S. Emack, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 8th day of October, 1991.

[NOTARIAL SEAL]

Patricia A. Brown
Notary Public

My Commission Expires: 2/6/93

BOOK 375 PAGE 925

Lot 2-A, Stock Certificate 120

George Kontos

George Kontos

Date of Execution: 10/4/91

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George Kontos, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 4TH day of OCTOBER, 1991.

[NOTARIAL SEAL]

Becky W Helms

Notary Public

My Commission Expires: 8/20/92

BOOK 375 PAGE 926

Lot 3, Stock Certificate 112

W. C. H.
William C. Hulsey

Carla H. Simmons
Carla H. Simmons

Gabriella H. Lynn
Gabriella H. Lynn

Date of Execution: 10-8-91

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William C. Hulsey, Carla H. Simmons and Gabriella H. Lynn, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 8th day of October, 1991.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires: 10-27-93

Lot 3-A, Stock Certificate 114

Roderick L. Kendrick
Roderick L. Kendrick

Rose Ann Kendrick
Rose Ann Kendrick

Date of Execution: _____

STATE OF ALABAMA)

Jeff. COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Roderick L. Kendrick and Rose Ann Kendrick, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 24 day of Sept., 1991.

[NOTARIAL SEAL]

Evelyn R. Shelton
Notary Public

My Commission Expires: 1-16-95

BOOK 375 PAGE 928

Lot 4, Stock Certificate 78

Robert P. Parker
Robert P. Parker

Date of Execution: Sept 11, 1991

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert P. Parker, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 11th day of September, 1991.

[NOTARIAL SEAL]

Elizabeth Sudder King
Notary Public

My Commission Expires: Jan 25, 1993

BOOK 375 PAGE 929

Lot 4-A, Stock Certificate 120

Carolyn B. Reed
Carolyn B. Reed

Date of Execution: 10/7/91

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Carolyn B. Reed, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 7th day of October, 1991.

[NOTARIAL SEAL]

Bobbie J. Hutchcraft
Notary Public

My Commission Expires: _____

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: FEB. 26, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Lot 5, Stock Certificate 127

Carl T. Wynn
Carl T. Wynn

Nancy Thompson Wynn
Nancy Thompson Wynn

Date of Execution: 9/17/91

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Carl T. Wynn and Nancy Thompson Wynn, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 17th day of September, 1991.

[NOTARIAL SEAL]

Glenda A. Volauer
Notary Public

My Commission Expires: 3/9/93

BOOK 375 PAGE 931

Lot 5-A, Stock Certificate 116

Barbara H. Merck
Barbara H. Merck

Date of Execution: August 27, 1991

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Barbara H. Merck, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 27th day of August, 1991.

[NOTARIAL SEAL]

Gene Solomon
Notary Public

My Commission Expires: 03/18/95

BOOK 375 PAGE 932

Lot 6, Stock Certificate 126

Charles Corley Wright
Charles Corley Wright

Mary Vines Wright
Mary Vines Wright

Date of Execution: 11-9-91

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Corley Wright and Mary Vines Wright, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 9 day of NOVEMBER, 1991.

[NOTARIAL SEAL]

Walter R. Reynolds
Notary Public

My Commission Expires: 10-6-93

BOOK 375 PAGE 933

Lot 6-A, Stock Certificate 117

George K. Moss
George K. Moss

Anne M. Moss
Anne M. Moss

Date of Execution: _____

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George K. Moss and Anne M. Moss, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 15th day of October, 1991.

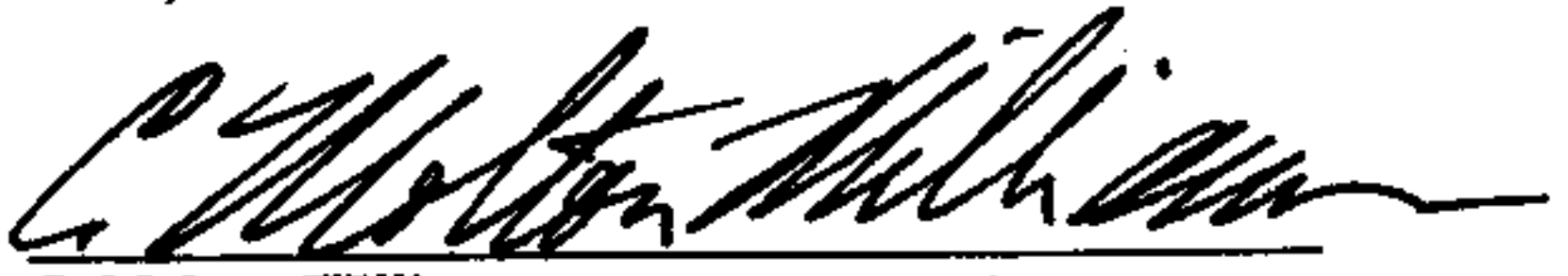
[NOTARIAL SEAL]

Carole Freeman
Notary Public

My Commission Expires: 11-30-94

BOOK 375 PAGE 934

Lot 7, Stock Certificate 124



C. Molton Williams

Date of Execution: 9/11/91

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. Molton Williams, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 11th day of September, 1991.

[NOTARIAL SEAL]



Notary Public

My Commission Expires: 12/5/92

BOOK 375 PAGE 935

Lot 7-A, Stock Certificate 103

Mary Virginia Pounds Brown
Mary Virginia Pounds Brown

Date of Execution: 8/30/91

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Virginia Pounds Brown, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 30th day of August, 1991.

[NOTARIAL SEAL]

Charles A. Robinson
Notary Public

My Commission Expires: 7-10-95

BOOK 375 PAGE 936

Lot 8, Stock Certificate 113

John R. Israel, Jr.
John R. Israel, Jr.

Date of Execution: 8/29/91

STATE OF ALABAMA)
)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John R. Israel, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 29 day of August, 1991.

[NOTARIAL SEAL]

Julia E. Bryant
Notary Public

My Commission Expires: March 26, 1995

BOOK 375 PAGE 937

Lot 8-A, Stock Certificate 125

William Ernest Woods
William Ernest Woods

Elizabeth Ellis Woods
Elizabeth Ellis Woods

Date of Execution: 8/30/1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William Ernest Woods and Elizabeth Ellis Woods, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 30 day of August, 1991.

[NOTARIAL SEAL]

Dorothy J. Linker
Notary Public

My Commission Expires: 01-16-95

BOOK 375 PAGE 938

Lot 9, Stock Certificate 106/107

John B. Davis
John B. Davis

H. Davis, Jr.
H. Davis, Jr.

Date of Execution: 8/23/91

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John B. Davis and H. Davis, Jr., whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 23 day of August, 1991.

[NOTARIAL SEAL]

Harriet A. Muth
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 28, 1991

My Commission Expires: _____

BOOK 375 PAGE 939

Lot 9-A, Stock Certificate 129

Charles T. Clayton, Jr.
Charles T. Clayton, Jr.

Date of Execution: 8-29-91

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles T. Clayton, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 29th day of August, 1991.

[NOTARIAL SEAL]

Linda H. Halcomb
Notary Public

My Commission Expires: 2-2-92

BOOK - 375 PAGE 940

Lot 10, Stock Certificate 110

Miriam J. Harper
Miriam J. Harper

Date of Execution: Aug 26 1991

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Miriam J. Harper, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 26th day of August, 1991.

[NOTARIAL SEAL]

Phyllis R. Rucker
Notary Public

My Commission Expires: 2/13/94

BOOK 375 PAGE 941

Lot 11, Stock Certificate 130

Davon A. Luketic
Davon A. Luketic

Dianne H. Luketic
Dianne H. Luketic

Date of Execution: 27th Aug, 1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Davon A. Luketic and Dianne H. Luketic, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 27th day of August, 1991.

[NOTARIAL SEAL]

Eugenia H. Burch
Notary Public

My Commission Expires: 9-29-91

BOOK 375 PAGE 942

Lot 12, Stock Certificate 111

Eleanor F. Harris
Eleanor F. Harris

Date of Execution: August 27, 1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Eleanor F. Harris, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 27th day of August, 1991.

[NOTARIAL SEAL]

Sheila H. Sharpe
Notary Public

My Commission Expires: 6-10-95

BOOK 375 PAGE 943

Lot 13, Stock Certificate 119

Marjorie C. Perkins
Marjorie C. Perkins

Date of Execution: Sept 1 1991

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Marjorie C. Perkins, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 12 day of September, 1991.

[NOTARIAL SEAL]

Martha B. Mullins
Notary Public

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 16, 1991

BOOK 375 PAGE 944

Lot 14, Stock Certificate 101

ATTEST:

By AmSouth Bank, N.A., as Co-Trustee, under the Will of Olin B. Barnes, Jr., Deceased

By: [Signature]
Its _____

By: C. W. Scott
Its Vice President and Trust Real Estate Officer

Date of Execution: October 15, 1991

Mary Martin Barnes
Mary Martin Barnes, as Co-Trustee, under the Will of Olin B. Barnes, Jr., Deceased

Date of Execution: -10-18-91

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that C. W. Scott, Jr., whose name as Vice President and Trust Real Estate Officer of AmSouth Bank, N.A., Birmingham, Alabama, a corporation, as Co-Trustee under the Will of Olin B. Barnes, Jr., deceased, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, as such officer, and with full authority, executed the same voluntarily on the date the same bears date for and as the act of said corporation, acting in its capacity as such Co-Trustee as aforesaid.

GIVEN under my hand and seal, this 15th day of October, 1991.

[NOTARIAL SEAL]

Sherry H. Scoggin
Notary Public
My Commission Expires: 12-9-93

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Martin Barnes, whose name as Co-Trustee under the Will of Olin B. Barnes, Jr., Deceased, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 18 day of October, 1991.

[NOTARIAL SEAL]

Linda M. Rong
Notary Public
My Commission Expires: 12-27-92

BOOK 375 PAGE 945

Lot 15, Stock Certificate 98

Tom Tartt Brown
Tom Tartt Brown

Virginia Brown
Virginia Brown

Date of Execution: 9/13/91

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Tom Tartt Brown and Virginia Brown, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 13th day of September, 1991.

[NOTARIAL SEAL]

Charles A. Robinson
Notary Public

My Commission Expires: 7-10-95

BOOK 375 PAGE 946

Metes and Bounds Legal Description, Stock
Certificate 115

Robert F. McCullough
Robert F. McCullough

Mary K. McCullough
Mary K. McCullough

Date of Execution: Aug 30, 1991

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert F. McCullough and Mary K. McCullough, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 30 day of August, 1991.

[NOTARIAL SEAL]

Shirley L. Smith
Notary Public

My Commission Expires: May 1993

BOOK 375 PAGE 947

Lot 9-A, Stock Certificate 129

Louise B. Clayton
Louise B. Clayton

Date of Execution: 8-29-91

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Louise B. Clayton, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 29th day of August, 1991.

(NOTARIAL SEAL)

Linda H. Halsombeck
Notary Public

My Commission Expires: 2-2-92

TRACT #1

The South 1/2 of the SW 1/4 of the NE 1/4 of SW 1/4 and that part of the NW 1/4 of SW 1/4 of Section 8, Township 18, South, Range 1, East, lying South of a Creek, said Creek running in an Easterly and Westerly direction through said NW 1/4 of SW 1/4 approximately 300 to 400 feet North of the South line of said 1/4 1/4 Section.

TRACT #2

Also part of the SW 1/4 of NE 1/4 of Section 18, Township 18, South, Range 1 East, more particularly described as follows: Commence at the Northwest Corner of NE 1/4 of SW 1/4 of said Section; thence South along the West line of said 1/4 1/4 Section for 1319.85 feet to the SW corner of said 1/4 1/4 Section, thence 127 degrees 21' 45" left and run Northeasterly for 2196 feet to a point on the South line of the SW 1/4 of NE 1/4 of said Section, said point being also the point of beginning; thence 17 degrees 33' left and run Northeasterly for 630 feet more or less, to a point on the diagonal between the NW corner and the SE corner of said 1/4 1/4; thence run Southeasterly along said diagonal for 760 feet, more or less, to the Southeast corner of said 1/4 1/4, thence West along the South line of said 1/4 1/4 to the point of beginning.

TRACT #3

The SW 1/4 of SE 1/4 and the SE 1/4 of the SE 1/4 of Section 8, Township 18, South, Range 1 East; The NW 1/4 and the NW 1/4 of SW 1/4 of Section 17, Township 18, South, Range 1, East; the NE 1/4 of the SE 1/4 of Section 18, Township 18 South, Range 1, East; All of the NE 1/4 of SW 1/4 and the NW 1/4 of SE 1/4 of Section 18, Township 18, South, Range 1, East, except that part described as follows: Begin at the NW corner of NE 1/4 of SW 1/4 of said Section; thence run South along the West line of said 1/4 1/4 for 1319.85 feet to the SW corner of said 1/4 1/4 Section; thence 127 degrees 21' 45" left and run Northeasterly for 2196 feet, more or less, to a point on the North line of the NW 1/4 of SE 1/4 of said Section; thence run West along said North line of said 1/4 1/4 Section to the Northwest corner of said 1/4 1/4 Section; thence run West along the North line of the NE 1/4 of SW 1/4 of said Section to the point of beginning.

Also a part of the NE 1/4 of Section 18, Township 18, South, Range 1 East, more particularly described as follows: Commence at the Northeast corner of NW 1/4 of NW 1/4 of Section 17, Township 18, South, Range 1, East; thence run West along the North line of said 1/4 1/4 to the Northwest corner of said Section, said point being also the Northeast corner of Section 18,

Township 18, South, Range 1, East; thence 91 degrees 51' left and run Southeasterly for 170.13 feet, thence 49 degrees 19' 45" right and run Southwesterly for 454.27 feet; thence reverse course and run Northeasterly for 425 feet, more or less, to a point on the East line of said Section, said point being the point of beginning; thence reverse course and run Southwesterly for 425 feet, more or less, thence 6 degrees 36' left and run Southwesterly for 656.25 feet; thence 16 degrees 04' left and run Southwesterly for 314.0 feet; thence 83 degrees 59' right and run Northwesterly for 518.02 feet; thence 31 degrees 30' right and run Northwesterly for 220.0 feet; thence 37 degrees 30' left and run Northwesterly to a County Road; thence Southwesterly along said County Road to Gin House Branch; thence continue along said County Road for 275 feet; thence run Southeasterly for 570 feet, more or less, thence 69 degrees 13' right and run Southwesterly, running perpendicular to the diagonal between the Northwest corner and the Southeast corner of the SW 1/4 of the NE 1/4 of said Section for 294 feet to a point on said diagonal which is 673 feet Southeast of the intersection of said diagonal and said County Road; thence 90 degrees left and Southeasterly along said diagonal to the Southeast corner of SW 1/4 of NE 1/4; thence run East along the South line of the NE 1/4 of said Section to the Southeast corner of said NE 1/4 Section; thence run North along the East line of said NE 1/4 Section to the point of beginning.

BOOK 375 PAGE 950

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

91 DEC -4 PM 12:13

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	107.50
4. Indexing Fee	\$	43.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	151.50