

2471

SUPPLEMENTAL PROTECTIVE COVENANTS

FOR

GREYSTONE LAKE 1 PROPERTY

DATED DECEMBER 20, 1991

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**This instrument prepared by and upon
recording should be returned to:**

**Stephen R. Monk, Esq.
c/o Daniel Corporation
1200 Corporate Drive
Meadow Brook Corporate Park
Birmingham, Alabama 35242**

**SUPPLEMENTAL PROTECTIVE COVENANTS FOR
GREYSTONE LAKE 1 PROPERTY**

THESE SUPPLEMENTAL PROTECTIVE COVENANTS FOR GREYSTONE LAKE 1 PROPERTY are made as of the 20th day of December, 1991 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Daniel"), and ST. CHARLES AT GREYSTONE, INC., an Alabama corporation ("Developer").

R E C I T A L S:

Contemporaneously herewith, Daniel has transferred and conveyed the Property, as described in Section 1.21 below, to Developer who desires to own, develop, improve, lease and sell the Property for detached single-family residential housing purposes.

The Property, as described in Section 1.21 below, is subject to the easements, covenants, conditions, restrictions, charges, liens and regulations set forth in the Declaration, as defined in Section 1.04 below. Developer, as the owner of the Property, as described in Section 1.21 below, desires to subject and submit the Property to the additional easements, covenants, conditions, restrictions, charges, liens and regulations set forth herein.

NOW, THEREFORE, Daniel and Developer do hereby declare that all of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Property described in Exhibit A attached hereto and any of the Additional Property, as described in Section 1.01 below (but only to the extent Daniel submits any portion of the Additional Property to the terms and provisions of these Supplemental Covenants), and their respective heirs, executors, administrators, personal representatives, successors and assigns.

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ARTICLE I

DEFINITIONS

As used throughout these Supplemental Covenants, the following terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.01 Additional Property. The term "Additional Property" shall mean and refer to any real property lying adjacent to and contiguous with the Lake Property (but which does not presently comprise any part of the Property) which Daniel may from time to time submit and add to the provisions of these Supplemental Covenants pursuant to the provisions of Section 2.02 below.

1.02 Corporate Charter. The term "Corporate Charter" shall mean and refer to the Articles of Incorporation and Bylaws of the Lake Association and all amendments thereto.

1.03 Daniel. The term "Daniel" means Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, its successors and assigns.

1.04 Declaration. The term "Declaration" shall mean and refer to the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real Book 317, Page 260 in the Probate Office of Shelby County, Alabama, as amended by First Amendment thereto dated June 6, 1991 and recorded in Real Book 346, Page 912 in said Probate Office and by Second Amendment thereto dated as of the date hereof and recorded simultaneously herewith in said Probate Office, together with all subsequent modifications and amendments thereto.

1.05 Developer. The term "Developer" shall mean St. Charles at Greystone, Inc., an Alabama corporation, its successors and assigns.

1.06 Intentionally Deleted.

1.07 Dwelling. The term "Dwelling", with an initial capital letter, shall mean and refer to any improved Lot intended for use as a single-family detached residential housing unit situated on any portion of the Property.

1.08 Engineer. The term "Engineer" shall mean K.B. Weygand & Associates, P.C. or any other registered Alabama engineering firm selected by Daniel and approved by Developer.

1.09 Governmental Authority. The term "Governmental Authority" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property.

1.10 Greystone Property. The term "Greystone Property" shall mean and refer to all of the real property owned by Daniel and commonly referred to as "Greystone" situated in Shelby County, Alabama.

1.11 Lake. The term "Lake" shall mean the lake with an initial pool elevation of 765 feet (measured on the basis of mean sea level elevation) to be constructed by Daniel on the Lake Property in accordance with the terms and provisions of Section 3.01 below.

1.12 Lake Assessments. The term "Lake Assessments" shall mean the annual and special Lake Assessments and any other charges assessed against an Owner by the Lake Association pursuant to Articles VI hereof.

1.13 Lake Association. The term "Lake Association" shall mean Greystone Lake 1 Association, Inc., an Alabama nonprofit corporation.

1.14 Lake Board. The term "Lake Board" shall mean and refer to the Board of Directors of the Lake Association and their duly elected successors as may be provided in the Corporate Charter.

1.15 Lake Expenses. The term "Lake Expenses" shall mean and refer to all expenditures made or incurred by or on behalf of the Lake Association, including, without limitation, those expenses described in Section 6.04(c) below, together with all funds assessed for the creation or maintenance of reserves pursuant to the provisions of these Supplemental Covenants.

1.16 Lake Property. The term "Lake Property" shall mean and refer to that parcel of land situated contiguous to the Property which is more particularly described in Exhibit B attached hereto and incorporated herein by reference, together with the Lake and all dams, spillways, pipes, lines, conduit, drainage swales, equipment, machinery, fixtures, appurtenances and other improvements of any nature situated in or upon the Lake Property and shall also include all storm drainage, pipes, lines and storm sewers not located within the Lake Property but through which excessive water is drained from the Lake to adjacent storm sewers.

1.17 Lot. The term "Lot" shall mean and refer to any unimproved portion of the Property upon which it is intended that a Dwelling be constructed thereon. Upon the recordation of any subdivision plat for any portion of the Property, each lot indicated thereon shall be deemed a Lot for purposes of this Declaration. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until a Dwelling has been constructed thereon which is sufficiently completed to reasonably permit habitation thereof. Upon such completion, such Lot shall be considered to be a Dwelling for purposes of these Supplemental Covenants.

1.18 Mortgage. The term "Mortgage", with an initial capital letter, shall mean and refer to any mortgage, deed of trust or other security device encumbering a Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Shelby County, Alabama.

1.19 Mortgagee. The term "Mortgagee", with an initial capital letter, shall mean and refer to the holder of any Mortgage.

1.20 Owner. The term "Owner", with an initial capital letter, shall mean and refer to the record owner, including Developer, of fee simple title to any Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot or Dwelling solely by virtue of a lease, contract, installment contract or other agreement.

1.21 Property. The term "Property", with an initial capital letter, shall mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Property shall also include any Additional Property made subject to this Declaration pursuant to Section 2.02 hereof.

1.22 St. Charles Agreement. The term "St. Charles Agreement" shall mean that certain St. Charles Reciprocal Easement Agreement dated as of the date hereof among Daniel, Developer and Greystone Residential Association, Inc. which will be recorded contemporaneously herewith in the Probate Office of Shelby County, Alabama, together with all subsequent amendments and modifications thereto.

1.23 Supplemental Covenants. The term "Supplemental Covenants" shall mean and refer to these Supplemental Protective Covenants for Greystone Lake 1 Property and all subsequent amendments and modifications thereto.

ARTICLE II

PROPERTY SUBJECT TO SUPPLEMENTAL COVENANTS

2.01 General Declaration. Daniel and Developer hereby declare that the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of these Supplemental Covenants and the Property, any part thereof and each Lot and Dwelling shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of these Supplemental Covenants, which easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon and inure to the benefit of Daniel, Developer and upon all Owners of the Property and any Lot or Dwelling thereof. These Supplemental Covenants shall not apply to any other real property owned by Daniel or Developer unless the same is subjected specifically by written instrument to these Supplemental Covenants.

2.02 Additional Property. Daniel reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any Additional Property to the provisions of these Supplemental Covenants and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of these Supplemental Covenants by Daniel, then any such Additional Property shall constitute part of the Property. Additional Property may be submitted to the provisions of these Supplemental Covenants by an instrument executed by Daniel in the manner required for the execution of deeds and recorded in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to these Supplemental Covenants (which need not be consented to or approved by Developer or any Owner or Mortgagee of any Lot or Dwelling). From and after the date on which an amendment to these Supplemental Covenants is recorded in the Probate Office of Shelby County, Alabama submitting any Additional Property to the terms and provisions of these Supplemental Covenants, the number of votes in the Lake Association shall be increased by the number of Lots or Dwellings within the Additional Property which are added and submitted to these Supplemental Covenants so that there shall continue to be one vote in the Lake Association per Lot or Dwelling constituting the Property.

2.03 Mutuality of Benefit and Obligation. The provisions of these Supplemental Covenants are made (a) for the mutual and reciprocal benefit of each Lot and Dwelling within the Property and are intended to create mutual, equitable servitudes upon and in favor of each Lot and Dwelling, (b) to create reciprocal rights and obligations between the respective Owners and all future and subsequent Owners of any Lot or Dwelling within the Property and (c) to create a privity of contract and estate between the Owners, their respective heirs, successors and assigns.

2.04 Subdivision Plat. With the prior written consent of Daniel, which consent shall not be unreasonably withheld, Developer may record, modify, amend, revise and otherwise add to, at any time and from time to time, a subdivision plat setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Dwellings, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds and drainage basins. Any such subdivision plats or any amendments thereto, upon written approval of the same by Daniel, shall be binding on the portions of the Property indicated thereon as if such subdivision plat were specifically incorporated into this Declaration.

2.05 Application of Declaration. These Supplemental Covenants shall be read, construed and interpreted in a manner consistent with the Declaration and shall not be deemed to abrogate, abridge, supersede or replace the easements, covenants, conditions, restrictions, charges, liens and regulations set forth in the Declaration, including, specifically, the obligation to pay Assessments, as defined in the Declaration. The Owners of all Lots and Dwellings situated on or within the Property shall be members of both the Lake Association and the Greystone Residential Association, Inc., as described in the Declaration. Each Lot and Dwelling within the Property shall also be subject to the charges and liens described in these Protective Covenants and in the Declaration. In the event of any conflict or ambiguity between the terms and provisions of these Protective Covenants and the Declaration, the terms and provisions of the Declaration shall at all times control.

ARTICLE III

LAKE CONSTRUCTION AND EASEMENTS

3.01 Construction of Lakes.

(a) Subject to the terms and conditions of this Section 3.01 and any matters of "force majeure", as defined in Section 3.01(b) below, Daniel covenants and agrees to

grade, excavate, grub, construct and install the Lake on the Lake Property on the first to occur of either of the following: (1) at such time as Daniel elects to either (1) continue "Roadway B", as defined in the St. Charles Agreement, beyond the property lines of the Property or (2) develop and sell as single-family residential lots any of the Additional Property lying contiguous to and abutting the Lake Property, or (ii) seven (7) years from the date of these Supplemental Covenants. The Lake shall, when constructed, utilize earthen dams which shall be constructed in accordance with plans and specifications to be prepared by the Engineer and in accordance with all applicable governmental rules, regulations and requirements. Notwithstanding anything provided in this Section 3.01(a) to the contrary, in the event Daniel develops for single-family residential lots all of the Greystone Property except for the Additional Property situated adjacent to the Lake Property, then Daniel agrees to construct the Lake at that time. The continuance by Daniel of Roadway A, as defined in the St. Charles Agreement, or the installation of Utility Lines, as defined in the St. Charles Agreement, over, across, through, upon and under the Roadway A Easement Property or the Roadway B Easement Property, as such terms are defined in the St. Charles Agreement, for the remainder of the Greystone Property shall NOT constitute development activities which would obligate Daniel to commence construction of the Lake.

(b) In the event Daniel fails to commence construction of the Lake within seven (7) years from the date of these Supplemental Covenants, other than by reason of "force majeure, as herein defined, then Developer shall have the right to construct and complete the Lake in accordance with the terms and provisions of Section 3.01(a) above and all reasonable costs, as approved by the Engineer, which are incurred by Developer in connection therewith shall be due and payable in full by Daniel on demand. As used herein, the term "force majeure" means acts of God or any public enemy, inclement weather, strikes, lockouts, work slowdowns or stoppages, or other labor disputes, insurrections, riots or other civil disturbances, orders, rules, requirements, regulations, statutes, ordinances, laws, decrees or rulings of any federal, state, county or local governmental agencies or any political subdivisions or officials thereof, orders of any civil or military authority, partial or entire failure of public utilities or any other condition or event beyond the reasonable control of Daniel. In the event any matter of force majeure restricts, prohibits or delays Daniel in the performance of its covenants and agreements set forth in this Section 3.01, then Daniel shall not be deemed in default hereunder as a result thereof, Developer shall not be authorized to undertake any of the action described in the first sentence of this Section 3.01(b) and Daniel's obligations to commence construction of the Lake shall be extended until such matter of force majeure no longer exists.

(c) The obligations of Daniel set forth in this Section 3.01 to construct the Lake shall be binding upon Daniel and its successors and assigns; provided, however, that for the purposes of this Section 3.01(c) only, "successors and assigns" shall mean only that entity or person who acquires all or substantially all of the Greystone Property in a bulk sale transaction and shall not include any mortgagees of Daniel or the holders of any mortgages, deeds of trust or other security documents now or hereafter encumbering any of the Greystone Property.

(d) Upon the completion of the Lake, then, subject to the provisions of Section 3.01(e) below, (i) Daniel agrees to transfer and convey the Lake Property to the Lake Association and (ii) the Lake Association shall accept and assume all obligations to maintain, operate, repair and replace the Lake and the Lake Property and all members of the Lake Association shall be entitled to use the Lake subject to the terms hereof and any subsequent rules and regulations promulgated by the Lake Association.

(e) Daniel and the Lake Association shall have the right, at any time, in their sole discretion, without the consent or approval of Developer, the Owner of any Lot or Dwelling or any of their respective Mortgagees, to dedicate the Lake and the Lake Property to the City of Hoover, Alabama and upon acceptance of such dedication by the City of Hoover, Alabama, the Lakes and the Lake Property shall be deemed public property and the Lake Association shall have no further obligation to maintain, operate and repair the Lakes and the Lake Property.

3.02 Grant of Non-Exclusive Easements to Owners. Subject to the terms and provisions of these Protective Covenants and the Declaration, Daniel does hereby grant to Developer, each Owner and the Lake Association and to their respective heirs, executors, successors and assigns, the non-exclusive right, privilege and easement of access to and the use and enjoyment of the Lake Property in common with Daniel, its successors and assigns, and all other Owners. The easement and rights granted pursuant to this Section 3.02 are and shall be permanent and perpetual, are nonexclusive, are appurtenant to, shall pass and run with title to each Lot and Dwelling and may not be severed, transferred, assigned, pledged, encumbered or otherwise alienated separate or apart from a Lot or Dwelling.

3.03 Reservation of Easement for Utilities. Daniel does hereby establish and reserve for itself and its successors and assigns a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon the Lake Property for the purpose of installing, erecting, replacing,

relocating, maintaining and operating master television and/or cable systems, security and similar systems and all utilities necessary or convenient for the development and use of any of the Greystone Property, including, without limitation, publicly or privately owned and operated electrical, gas, telephone, water and sewer services, storm drains and sewers, drainage systems, lines, pipes, conduits, equipment, machinery and other apparatus and appurtenances necessary or otherwise reasonably required for the development of any of the Greystone Property. The easements established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take all other action reasonably necessary to provide economical and safe installation, maintenance, repair, operation and replacement of all such utility services and the systems, equipment and machinery used to provide the same.

3.04 Grant of Maintenance Easements.

(a) Daniel does hereby grant to the Lake Association and its agents, employees, successors and assigns, a permanent and perpetual right and easement to enter upon any of the Lake Property for the purpose of maintaining, repairing, operating, replacing and relocating any dams, spillways, pipes, lines, conduit, drainage swales, equipment, machinery, fixtures, appurtenances of other improvements situated thereon.

(b) Daniel and Developer, for themselves and their respective successors and assigns, do hereby grant, bargain, sell, convey and assign to the Lake Association and its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and along a strip of land ten (10) feet in width along that portion of the Property lying parallel to, along and abutting the Lake Property for the purposes of mowing, cutting, removing, cleaning and pruning underbrush, trees, weeds, stumps and other unsightly growth therefrom and removing trash and other debris therefrom so as to maintain reasonable standards of health, safety and appearance on and about the Lake Property; provided, however, the foregoing shall not impose any duty or obligation on the Lake Association to perform any of the foregoing actions.

3.05 Establishment of Flood Easements. Daniel and Developer do hereby establish and reserve for themselves, the Lake Association and their respective successors and assigns, forever, a permanent and perpetual easement over, across, through, under and upon that portion of each Lot and Dwelling within the Property lying at an elevation (measured on the basis of mean sea level) of 770 feet or less to be utilized

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for the flow and drainage of surface water accumulating in, upon or as a result of the construction and maintenance of the Lake on the Lake Property, which easement shall include the right to flood that portion of any Lot or Dwelling which is situated at an elevation of 770 feet or less (measured on the basis of mean sea level).

ARTICLE IV

LAKE ASSOCIATION

4.01 Membership. The Owner of each Lot or Dwelling shall be a member of the Lake Association. Membership in the Lake Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling; provided, however, that (a) Developer shall be deemed a member of the Lake Association and shall have one (1) vote for each Lot or Dwelling owned by Developer in the Development, (b) in the event any Lot or Dwelling is owned by more than one (1) person, then the Owner of such Lot shall, by written notice to the Lake Board, designate only one (1) representative to serve as a member of the Lake Association who shall exercise all voting rights attributable to the Lot or Dwelling owned by such Owner and (c) no Mortgagee shall become a member of the Lake Association until such time, if at all, that the Mortgagee becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Lake Association with respect to the Lot or Dwelling transferred and conveyed. Membership or the rights and benefits in the Lake Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Lake Association shall at all times comply with the provisions of these Supplemental Covenants, the Corporate Charter and all rules and regulations which may from time to time be adopted by the Lake Board or the members of the Lake Association.

4.02 Voting Rights. The Owner of each Lot or Dwelling shall be entitled to one (1) vote in any matters submitted to the members of the Lake Association for approval. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Lake Association by virtue of the resubdivision of any Lot by Developer pursuant to Section 2.04 above or the submission of any Additional Property to the terms of these Supplemental Covenants. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling.

Fractional voting shall not be permitted. The voting rights of the Owners are restricted as provided in the Corporate Charter until such time as Daniel has constructed the Lake and Daniel no longer owns any Lot or Dwelling comprising any part of the Property.

4.03 Duties and Powers of Lake Association. In addition to the rights, duties, responsibilities and obligations of the Lake Association otherwise set forth in these Supplement Covenants, the Lake Association shall have the power to do, cause to be done and otherwise perform or cause to be performed any of the duties and powers set forth in the Corporate Charter. The Lake Association may exercise any other right or privilege granted to it herein or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided to the contrary herein or in the Corporate Charter, the powers and authority granted to the Lake Association may be exercised by the Lake Board, acting through the officers of the Lake Association, without further consent or action on the part of the Owners.

4.04 Rules and Regulations. The Lake Board may establish and enforce reasonable rules and regulations governing the use of any portion of the Lake Property so long as the same do not conflict with, contradict or attempt to supersede any of the terms and provisions of these Supplemental Covenants.

4.05 Indemnification. The Lake Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent and representative of the Lake Association and each member of the Lake Board harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any such officer, agent and representative of the Lake Association and each member of the Lake Board in connection with any action, suit or other proceeding (including the settlement of any suit or proceeding if approved by the Lake Board) to which such person may be made a party by reason of being or having been an officer, agent or representative of the Lake Association or a member of the Lake Board. The officers, agents and representatives of the Lake Association and each member of the Lake Board shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction and shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Lake Association and the Lake Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent and representative of the Lake Association and

each member of the Lake Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights and obligations of the Lake Association as provided in the Corporate Charter. The Lake Association shall maintain adequate general liability and, to the extent financially feasible, officers and directors liability insurance, in order to fulfill its obligations under this Section 4.05 and the costs of such insurance shall constitute a Lake Expense.

ARTICLE V

LAKE MAINTENANCE RESPONSIBILITIES

5.01 Responsibilities of Lake Association. The Lake Association shall, to the extent it has received sufficient sums from the Owners through Lake Assessments, maintain and keep in good repair and condition all portions of the Lake Property. The Lake Association shall not be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Lake Property caused by rain or other surface water which may leak or flow from any portion of the Lake Property onto a Lot or Dwelling or (3) resulting from thief, burglary or other illegal entry onto the Lake Property or any Lot or Dwelling. No diminution or abatement of Lake Assessments shall be claimed or allowed by reason of any alleged failure of the Lake Association to take some action or perform some function required to be taken by or performed by the Lake Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Lake Association or from any action taken by the Lake Association to comply with any requirements of the Governmental Authorities.

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5.02 Release of Liability. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT OR DWELLING, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY LOT OR DWELLING, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS, DOES HEREBY FOREVER WAIVE AND RELEASE DANIEL, DEVELOPER, THE LAKE ASSOCIATION AND EACH GOVERNMENTAL ENTITY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF (a) ANY ENTRY ONTO THE LAKE AND THE LAKE PROPERTY BY EACH OWNER, HIS HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS, INCLUDING ANY "OCCUPANTS", AS DEFINED

IN THE DECLARATION, OF ANY PORTION OF SUCH OWNER'S LOT OR DWELLING, (b) THE EXERCISE OF ANY OF THE EASEMENTS AND RIGHTS GRANTED HEREIN AND (c) THE RISE AND FALL OF THE WATER LEVEL OF THE LAKE, INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER INTO AND OUT OF THE LAKE WHICH RESULTS IN OR CAUSES DAMAGE, BY FLOODING OR OTHERWISE, TO ANY "IMPROVEMENTS", AS DEFINED IN THE DECLARATION, OR ANY PERSONAL PROPERTY SITUATED ON ANY PORTION OF THE LAKE OR LAKE PROPERTY OR RESULTS IN OR CAUSES ANY "IMPROVEMENTS", AS DEFINED IN THE DECLARATION, TO BE UNUSABLE DUE TO HIGH OR LOW WATER LEVELS. EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT OR DWELLING, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY PORTION OF A LOT OR DWELLING, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT WHEN THE LAKE IS CONSTRUCTED THEN (i) NEITHER DANIEL, DEVELOPER, THE LAKE ASSOCIATION, ANY GOVERNMENTAL AUTHORITY NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL PROVIDE ANY LIFEGUARD OR OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN CONNECTION WITH THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE LAKE PROPERTY, (ii) THE USE OF THE LAKE PROPERTY BY ANY OWNER, HIS AGENTS, EMPLOYEES, INVITEES, LICENSEES, SUCCESSORS AND ASSIGNS, INCLUDING ANY "OCCUPANT", AS DEFINED IN THE DECLARATION, OF SUCH OWNER'S LOT OR DWELLING, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY ENTERING ONTO AND USING THE LAKE PROPERTY AND (iii) NEITHER DANIEL, DEVELOPER, THE LAKE ASSOCIATION, ANY GOVERNMENTAL AUTHORITY, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION WHICH WOULD MAINTAIN A SPECIFIC WATER LEVEL FOR THE LAKE.

ARTICLE VI

LAKE ASSESSMENTS

6.01 Lake Assessments and Creation of Lien. Each Owner of a Lot or Dwelling, by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to these Supplemental Covenants, is hereby deemed to covenant and agree to pay to the Lake Association: (a) annual Lake Assessments, as established and to be collected as provided in Section 6.04 below, (b) special Lake Assessments, to be established and collected as provided in Section 6.05 below, and (c) individual Lake Assessments against any particular Lot or Dwelling which are established or assessed pursuant to the terms of these Supplemental Covenants, including, but not limited to, any fines as may be levied or imposed against such Lot or Dwelling in accordance with the provisions of these Supplemental Covenants. All Lake Assessments, together with late charges and interest as provided in Section 6.08(a) below, and all court costs and attorneys' fees incurred by

the Lake Association to enforce or collect such Lake Assessments, shall be an equitable charge and a continuing lien upon each Lot or Dwelling for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 6.08 below. Each Owner shall be personally liable for the payment of all Lake Assessments coming due while he is the Owner of a Lot or Dwelling and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee to the Lake Association which were the legal obligations of the grantor. All Lake Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 6.08(a) below, court costs and attorneys' fees incurred with respect thereto by the Lake Association, shall also be a personal obligation of the person who was the Owner of the Lot or Dwelling at the time such Lake Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Dwelling, all of the co-Owners shall be jointly and severally liable for the entire amount of such Lake Assessments. Lake Assessments shall be paid in such manner and on such dates as may be fixed by the Lake Board. All Lake Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot, Dwelling or any portion of the Lake Property.

6.02 Purpose of Lake Assessments. The annual and special Lake Assessments provided for herein shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit and enjoyment of the Owners and otherwise for the general upkeep and maintenance of the Lake Property.

6.03 Uniform Rate of Lake Assessments. Both annual and special Lake Assessments, as described in Sections 6.04 and 6.05 below, shall be assessed against each Lot or Dwelling at a uniform rate, with the Owner of each Lot or Dwelling being required to pay his prorata portion of such annual and/or special Lake Assessments, as determined by a fraction, the numerator of which shall be the total Lots or Dwellings owned by such Owner and the denominator of which shall be the total number of Lots and Dwellings within the Property at the time such annual or special Lake Assessment is levied.

6.04 Computation of Annual Lake Assessments.

(a) The Lake Board shall determine and approve annually an annual budget covering the estimated Lake Expenses for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Lake Association. The amount set forth in such budget shall constitute the aggregate amount of annual Lake Assessments for the then applicable year and each Owner shall pay his prorata share of the same as provided in Section 6.03 above. A copy of the budget setting forth the amount of annual Lake Assessments to be levied against the Lots and Dwellings for the following year shall be delivered to each Owner.

(b) If any budget or the amount of annual Lake Assessments collected by the Lake Association at any time proves to be inadequate or insufficient for any reason to fully pay all costs and expenses of the Lake Association and all Lake Expenses, then the Lake Board may call a meeting of the Lake Association for the purpose of approving special Lake Assessments as provided in Section 6.05 below. If the actual amount of annual Lake Assessments collected in any one year exceeds the actual costs incurred for Lake Expenses for such year, the excess shall be retained by the Lake Association as a reserve for subsequent years' Lake Expenses.

(c) The Lake Expenses to be funded by the annual Lake Assessments may include, but shall not be limited to, the following: (i) the costs of any insurance policies purchased for the benefit of the Lake Association as required or permitted by these Supplemental Covenants, including, without limitation, fire, flood and other hazardous coverage, public liability coverage and such other insurance coverage as the Lake Board determines to be in the best interest of the Lake Association, including errors and omissions insurance, directors and officers liability insurance and any other liability insurance coverage for the benefit of the Lake Association, the members of the Lake Board or any officers, employees, agents or representatives of the Lake Association; (ii) ad valorem real and personal property taxes assessed and levied upon any of the Lake Property; (iii) all other fees, costs and expenses incurred by the Lake Association in accordance with the terms and provisions of these Supplemental Covenants or which the Lake Board, in its sole discretion, determines to be appropriate to be paid by the Lake Association; and (iv) the establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair and replacement of any portions of the Lake Property, (2) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid

Lake Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Lake Board.

6.05 Special Lake Assessments. In addition to the annual Lake Assessments authorized in Section 6.04 above, the Lake Board may levy in any year special Lake Assessments for Lake Expenses or any extraordinary costs incurred by the Lake Association; provided, however, that any such special Lake Assessments shall be approved by a majority of the votes of the Owners who are voting in person or by proxy at the meeting called for the purpose of adopting special Lake Assessments. The Lake Board may make such special Lake Assessments payable in one lump sum or in installments over a period of time which may, in the Lake Board's discretion, extend beyond the then fiscal year in which said special Lake Assessments are levied and assessed. Special Lake Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 6.03 above.

6.06 Individual Lake Assessments. Any expenses of the Lake Association occasioned by the conduct of less than all of the Owners or by any Owner, or the respective family members, agents, guests, servants, employees, invitees or contractors of any Owner, shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual Lake Assessments provided for in this Section 6.06 shall be levied by the Lake Board and the amount and due date of such individual Lake Assessment shall be specified by the Lake Board in a notice to such Owner.

6.07 Date of Commencement of Lake Assessments. The annual Lake Assessments provided for herein shall commence as to each Lot or Dwelling on the first to occur of (i) the day on which such Lot or Dwelling is conveyed to a person other than Developer or (ii) the day on which construction of any Dwelling is commenced on such Lot and shall be due and payable in such manner and on such schedule as may be established from time to time by the Lake Board.

6.08 Effect of Non-Payment; Remedies of the Lake Association.

(a) Each Owner of a Lot or Dwelling is and shall be deemed to covenant and agree to pay to the Lake Association all Lake Assessments provided for herein. In the event any Lake Assessments or any portion thereof are not paid when due, the same shall be subject to a late charge in an amount determined and uniformly applied by the Lake Board from time to time and the Owner of such Lot or Dwelling shall be deemed in default herewith. In the event any Lake Assessments or any portion thereof are not paid within thirty (30) days after the due date of the same, then the unpaid portion of the Assessment shall accrue simple interest at the

lesser of eighteen percent (18%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the thirtieth (30th) day from the due date until the same is paid in full. In the event the Lake Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees, court costs and all other expenses paid or incurred by the Lake Association. The lien and equitable charge upon each Lot or Dwelling for Lake Assessments as provided above shall also include all late charges, interest at the Applicable Rate and all attorneys' fees, court costs and all other expenses paid or incurred by the Lake Association in attempting to collect any unpaid Lake Assessments.

(b) In the event any Lake Assessments or other amounts due to the Lake Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the Lake Association, acting through its Lake Board or through any of its officers or authorized representatives, may undertake any or all of the following remedies:

(i) The Lake Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Lake Assessments and any such judgment rendered in any such action shall include the late charge and interest at the Applicable Rate, as specified in Section 6.08(a) above, together with attorneys' fees, court costs and all other expenses paid and incurred by the Lake Association in collecting such unpaid Lake Assessments; and/or

(ii) The Lake Association may enforce the lien created pursuant to Section 6.01 above in the manner hereinafter provided.

(c) There is hereby created a continuing lien on each Lot and Dwelling, with power of sale, which secures the payment to the Lake Association of any and all Lake Assessments levied against or upon such Lot or Dwelling, all late charges and interest at the Applicable Rate assessed pursuant to Section 6.08(a) above and all attorneys' fees, court costs and all other expenses paid or incurred by the Lake Association in collecting any Lake Assessments. If any Lake Assessments remain unpaid for more than sixty (60) days, then the Lake Association, through the Lake Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is

not paid in full within ten (10) days after the giving of such demand or, even without giving demand, the Lake Association may file a claim of lien and perfect its lien against the Lot or Dwelling of such delinquent Owner, which claim shall be executed by any member of the Lake Board of the Lake Association or any officer of the Lake Association, contain the following information and be recorded in the Probate Office of Shelby County, Alabama:

(i) The name of the delinquent Owner;

(ii) The legal description and street address of the Lot or Dwelling upon which the lien claim is made;

(iii) The total amount claimed to be due including late charges, interest at the Applicable Rate, collection costs and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and

(iv) A statement that the claim of lien is made by the Lake Association pursuant to these Supplemental Covenants and is claimed against such Lot or Dwelling in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Lake Association, shall be for the benefit of all other Owners (other than those Owners in default) and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Lake Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot or Dwelling. Each Owner, by acceptance of a deed to any Lot or Dwelling, shall be deemed to (1) grant to and vest in the Lake Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Lake Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

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6.09 Subordination of Lien. Notwithstanding anything provided herein to the contrary, the lien for Lake Assessments and other charges authorized herein with respect to any Lot or Dwelling is and shall be subordinate to the lien of any Mortgage held by any Mortgagee, but only to the extent that the Mortgage held by any such Mortgagee is recorded in the Probate Office of Shelby County, Alabama prior to the filing of a claim of lien by the Lake Association pursuant to Section 6.08(c) above. When a Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Dwelling, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for any Lake Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Probate Office of Shelby County, Alabama prior to the filing of a claim of lien by the Lake Association pursuant to Section 6.08(c) above, but (b) be liable for all Lake Assessments and other charges levied, assessed or incurred with respect to such Lot or Dwelling from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Dwelling has been foreclosed from the personal obligation to pay all Lake Assessments and any other charges levied, assessed or incurred by the Lake Association and the Lake Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by Mortgagee on such Owner's Lot or Dwelling.

6.10 Certificates. The Lake Association or any officer or authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Lake Board, furnish to any Owner a certificate in writing setting forth whether the Lake Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Lake Assessments stated therein.

ARTICLE VII

CASUALTY AND CONDEMNATION

7.01 Damage or Destruction to Lake Property.

(a) In the event of any damage or destruction to any of the Lake Property by fire or other casualty, then, subject to the terms and provisions of this Section 7.01, the Lake Association shall promptly repair, replace and restore the damaged portions of the Lake Property to the condition to which they existed immediately prior to such fire or other casualty.

(b) Notwithstanding anything provided in Section 7.01(a) above, in the event the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient to fully repair, replace and restore the damaged portions of the Lake Property, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Lake Board may, with the vote of a majority of all Owners, levy a special Assessment against all Owners, which such special Lake Assessments shall be in an amount sufficient to provide funds to pay the remaining costs necessary to repair, replace or restore the Lake Property to the condition as existed immediately prior to such fire or other casualty.

7.02 Condemnation of Lake Property.

(a) In the event of the taking of all or any portion of any of the Lake Property as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof, then the award from such taking or sale in lieu thereof shall be paid to the Lake Association and shall be disbursed or held as follows:

(i) To the extent the Lake Property subject to such taking can either be restored or replaced, then, to the extent practicable, the Lake Board is hereby empowered, authorized and directed to take such action, including the purchase of other lands to restore, rebuild or replace, as the case may be, those portions of the Lake Property subject to such taking. If the award is insufficient to fully defray the cost of such repair or replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, then the Lake Board may, with the vote of a majority of the Owners, levy a special Lake Assessment against all Owners, which such special Lake Assessments shall be in an amount sufficient to provide funds to pay the remaining costs of repair, restoration or reconstruction.

(ii) To the extent the Lake Property subject to such taking cannot be restored or replaced or additional lands cannot be purchased by the Lake Association in order to repair, replace or restore the Lake Property so taken or if the Lake Board shall determine that the portions of the Lake Property so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Lake Association.

(b) If any portion of the award from any taking remains after restoration or replacement of any of the Lake Property, the remainder of such award shall be retained by and for the benefit of the Lake Association, without any claim thereto by any Owner. No Owner or Mortgagee of any Lot or Dwelling shall be entitled to any portion of the award made to the Lake Association as a result of the taking of any portion of the Lake Property.

ARTICLE VIII

LAKE RESTRICTIONS AND REVIEW OF PLANS

8.01 Lake Restrictions. In addition to the covenants, conditions, restrictions, rules and regulations set forth in the Declaration, all of which shall be binding on each Lot and Dwelling, the following restrictions shall be applicable to the Lake and each Lot and Dwelling which is adjacent to or contiguous with the Lake Property:

(a) No "Improvements", as defined in the Declaration, of any kind shall be built, erected, maintained or placed on the Lake, or on any portion of any Lot or Dwelling which is adjacent to and contiguous with the Lake Property without first obtaining the prior written approval of the same from the "ARC", as defined in the Declaration.

(b) Only canoes, row boats, other manually powered watercraft and boats utilizing electric trolling motors (with a horsepower rating not to excess 5.0) shall be allowed on the Lake. No boats or watercraft in excess of 14 feet in length and no gasoline (or diesel) powered watercraft including, without limitation, jet skis, shall be allowed on the Lake. No swimming, water skiing or similar activities shall be conducted on the Lake. Notwithstanding anything provided in this Section 8.01(b) to the contrary, the Lake Association may utilize electric or gasoline powered watercraft on the Lake in performing any maintenance activities thereon.

(c) Fishing shall be permitted on a limited basis on the Lake; provided, however, that the Lake Association may, in its sole and absolute discretion, enact rules and regulations at any time in the future which limit, restrict or prohibit fishing on, from or in the Lake. No trot lines or similar devices shall be placed in or upon the Lake Property.

(d) Drainage flow into the Lake from any Lot or Dwelling shall not be obstructed or diverted or rerouted outside of the natural drainage swales existing on any portion of such Lot or Dwelling.

(e) In addition to the restrictions set forth in this Section 8.01 and in the Declaration, the Lake Association shall have the right, in its sole discretion, from time to time and at any time, to modify and impose such other further or different requirements or restrictions which shall be binding on each Owner and Mortgagee and their respective heirs, executors, guests, family members, agents, employees, contractors, invitees, successors and assigns.

8.02 Architectural Review.

(a) In addition to the requirements set forth in the Declaration, the Owner of any Lot or Dwelling shall also submit to Developer for approval copies of all plans and specifications which such Owner has submitted to and which have been approved by the "ARC", as defined in the Declaration (the "ARC"). Developer shall have the right, in its sole and absolute discretion, to review and approve all plans and specifications for any "Improvements", as defined in the Declaration ("Improvements"), to be made to any Lot or Dwelling. Only at such time as both the ARC and Developer have approved such plans and specifications may any Improvements be commenced on any of the Lot or Dwelling. Notwithstanding anything provided herein to the contrary, no approvals shall be required for any interior improvements or alterations made to any Dwelling.

(b) In the event construction of any Improvements are commenced on any Lot or Dwelling prior to approval of the plans and specifications for the same by Developer or should any Improvements be commenced which are not in accordance with the plans and specifications which have been approved by Developer, then, in either such event, Developer, shall have the right, at its option, to (i) enjoin any further construction and require the removal or correction of any work in place which does not comply with the plans and specifications which have been approved for such Improvements and/or (ii) through its designated agents, employees, representatives and independent contractors, enter upon such property and take all action necessary to extinguish such violation or breach. All costs and expenses incurred by Developer in enforcing any provisions of this Section 8.02, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of nonconforming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred to cause compliance with the terms and provisions of this Section 8.02 shall be paid by the Owner of the Lot or Dwelling which is in violation of the terms and provisions of this Section 8.02.

ARTICLE IX

TERM AND AMENDMENTS

9.01 Term. The terms, covenants, conditions and restrictions set forth in these Supplemental Covenants shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date hereof, after which time these Supplemental Covenants shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after fifty (50) years from the date hereof, an agreement executed by Daniel and the Owners of at least two-thirds (2/3) or more of the Lots or Dwellings within the Property agreeing to terminate or modify these Supplemental Covenants has been recorded in the Probate Office of Shelby County, Alabama; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof and the provisions of Section 5.02 above shall continue and remain in full force and effect for the time periods and duration specified therein. *CSG*

9.02 Amendments. Amendments to this Declaration may be proposed and adopted only by the affirmative vote of (a) two-thirds (2/3) of the total votes of the Owners present in person or by proxy at a meeting of the Lake Association called for the purpose of acting on any such proposed amendment and (b) Daniel. *CSG*
al Developer

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Control by Daniel and Developer. NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THESE SUPPLEMENTAL COVENANTS, THE CORPORATE CHARTER OR IN ANY OTHER DOCUMENT OR INSTRUMENT RELATING TO THE PROPERTY, DANIEL AND DEVELOPER HEREBY RETAIN THE RIGHT TO APPOINT AND REMOVE ALL MEMBERS OF THE LAKE BOARD AS PROVIDED IN THE CORPORATE CHARTER.

10.02 Severability. If any provision of these Supplemental Covenants or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of these Supplemental Covenants or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

10.03 Captions and Headings. The captions and headings contained in these Supplemental Covenants are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of these Supplemental Covenants.

10.04 Pronouns and Plurals. All personal pronouns used in these Supplemental Covenants, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

10.05 Binding Effect. The terms and provisions of these Supplemental Covenants shall be binding upon each Owner and Mortgagee and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and Mortgagee, and shall inure to the benefit of Daniel, Developer, the Lake Association, all of the Owners and their respective Mortgagees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

10.06 Conflict or Ambiguity. In the event of any conflict or ambiguity in the terms and provisions of these Supplemental Covenants, the general rules of construction against one party as a result of that party having drafted these Supplemental Covenants are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

10.07 No Reverter. No restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of Daniel or Developer nor shall any provision be deemed to vest any reversionary interest in Daniel or Developer.

10.08 Interpretation. In all cases, the provisions set forth and provided for in these Supplemental Covenants shall be construed together and given that interpretation or construction which, in the opinion of Daniel, Developer or the Lake Board, will best effect the intent of the general plan of development for the Property. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication so as to make them fully effective. The provisions of these Supplemental Covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of these Supplemental Covenants shall be the date hereof. These Supplemental Covenants shall be construed under and in accordance with the laws of the State of

Alabama. These Supplemental Covenants are in addition to and not in lieu of the terms and provisions of the Declaration. All of the terms and provisions of the Declaration shall be binding upon all of the Property. In the event of any conflict or ambiguity between the terms and provisions of these Supplemental Covenants and the Declaration, then the terms and provisions of the Declaration shall at all times control.

10.09 Rights of Third Parties. These Supplemental Covenants shall be recorded for the benefit of Owners and their respective Mortgagees and by such recording, no other adjoining property owner or third party (other than Daniel and the Owners of any Additional Property) shall have any right, title or interest hereunder.

10.10 No Trespass. Whenever the Lake Association, Daniel, Developer and their respective agents, employees, representatives, successors and assigns, are permitted by these Supplemental Covenants to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

10.11 No Partition. Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the the Property.

10.12 Standards for Review. Whenever in this Declaration Daniel, Developer or the Lake Association has the right to approve, consent to, or require any action be taken pursuant to the terms hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Daniel, Developer or the Lake Association, as the case may be.

10.13 Oral Statements. Oral statements or representations by Daniel, Developer, the Lake Association or any of their respective employees, agents, representatives, successors or assigns, shall not be binding on Daniel, Developer or the Lake Association.

10.14 Further Assurances. Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformity or otherwise, which may be reasonably requested by Daniel, Developer or the Lake Association for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

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10.15 No Waiver. All rights, remedies and privileges granted to Daniel, Developer or the Lake Association pursuant to the terms and provisions of these Supplemental Covenants shall be deemed to be cumulative and the exercise of any one or more of such rights, remedies or privileges 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 time to enforce any covenant or restriction set forth herein shall in no event be deemed a waiver of the right thereafter to enforce such covenant or restriction.

IN WITNESS WHEREOF, Daniel and Developer have caused this Declaration to be duly executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama
limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION - OAK MOUNTAIN,
an Alabama corporation,
Its General Partner

By: 

Its: Sam V. P. Ross

ST. CHARLES AT GREYSTONE, INC.

By: C. S. G.

Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, which serves as general partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the 20th day of December, 1991.

Shirley D. Ellis
Notary Public

STATE OF ALABAMA)

MY COMMISSION EXPIRES FEBRUARY 26, 1994

COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that C. S. Givens whose name as President of ST. CHARLES AT GREYSTONE, INC., an Alabama 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 20th day of December, 1991.

Shirley D. Ellis
Notary Public

MY COMMISSION EXPIRES FEBRUARY 26, 1994

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Exhibit A

The Property shall consist of any portion of the following real property which abuts and is adjacent to any of the "Lake Property", as described in Exhibit B hereto.

A parcel of land situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to the point of beginning; thence turn an angle to the right of 81° 55' 50" and run in a southeasterly direction for a distance of 415.28 feet to a point; thence turn an angle to left of 23° 37' 14" and run in a southeasterly direction for a distance of 151.28 feet to a point; thence turn an angle to the left of 69° 48' 35" and run in a northeasterly direction for a distance of 177.12 feet to a point on the 810 contour; thence turn an angle to the right of 52° 27' 51" and run in a southeasterly direction along the 810 contour for a distance of 132.83 feet to a point; thence turn an angle to the left of 40° 09' 38" and run in a northeasterly direction along the 810 contour for a distance of 37.65 feet to a point; thence turn an angle to the left of 25° 38' 46" and run in a northeasterly direction along the 810 contour for a distance of 87.79 feet to a point; thence turn an angle to the right of 1° 38' 16" and run in a northeasterly direction along the 810 contour for a distance of 111.20 feet to a point; thence turn an angle to the right of 131° 05' 18" and run in a southeasterly direction along the 810 contour for a distance of 107.63 feet to a point; thence turn an angle to the left of 27° 54' 00" and run in a southeasterly direction along the 810 contour for a distance

of 58.43 feet to a point; thence turn an angle to the left of 9° 47' 22" and run in a southeasterly direction along the 810 contour for a distance of 81.49 feet to a point; thence turn an angle to the right of 119° 59' 17" and run in a southwesterly direction along the 810 contour for a distance of 37.39 feet to a point; thence turn an angle to the left of 7° 42' 58" and run in a southwesterly direction along the 810 contour for a distance of 77.35 feet to a point; thence turn an angle to the left of 47° 44' 30" and run in a southwesterly direction along the 810 contour for a distance of 62.22 feet to a point; thence turn an angle to the right of 41° 22' 20" and run in a southwesterly direction along the 810 contour for a distance of 39.44 feet to a point; thence turn an angle to the left of 31° 58' 01" and run in a southwesterly direction along the 810 contour for a distance of 57.68 feet to a point; thence turn an angle to the left of 56° 13' 06" and run in a southeasterly direction along the 810 contour for a distance of 38.37 feet to a point; thence turn an angle to the left of 24° 57' 18" and run in a southeasterly direction along the 810 contour for a distance of 35.37 feet to a point; thence turn an angle to the left of 22° 49' 41" and run in a southeasterly direction along the 810 contour for a distance of 39.58 feet to a point; thence turn an angle to the right of 91° 39' 43" and run in a southwesterly direction along the 810 contour for a distance of 24.04 feet to a point; thence turn an angle to the left of 49° 44' 04" and run in a southeasterly direction along the 810 contour for a distance of 66.40 feet to a point; thence turn an angle to the left of 39° 53' 07" and run in a southeasterly direction along the 810 contour for a distance of 57.75 feet to a point; thence turn an angle to the left of 28° 30' 13" and run in a northeasterly direction along the 810 contour for a distance of 44.51 feet to a point; thence turn an angle to the right of 121° 52' 51" and run in a southwesterly direction along the 810 contour for a distance of 70.26 feet to a point; thence turn an angle to the left of 24° 02' 19" and run in a southeasterly direction along the 810 contour for a distance of 55.89 feet to a point; thence turn an angle to the left of 34° 26' 55" and run in a southeasterly direction along the 810 contour for a distance of 57.56 feet to a point; thence turn an angle to the left of 24° 46' 36" and run in a southeasterly direction along the 810 contour for a distance of 98.49 feet to a point; thence turn an angle to the right of 60° 37' 34" and run in a southeasterly direction along the 810 contour for a distance of 68.85 feet to a point; thence turn an angle to the right of 58° 59' 02" and run in a southwesterly direction along the 810 contour for a distance of 100.12 feet to a point; thence turn an angle to the left of 47° 40' 52" leaving said 810 contour and run in a southwesterly direction for a distance of 32.32 feet to a point on the northwest right of way of Hugh Daniel Drive; thence turn an angle to the left of 121° 22' 03" and run in a northeasterly direction along said northwest right of way for a distance of 419.16 feet to a point on a curve to the right having a central angle of 1° 17' 44" and a radius of 2,619.92 feet; thence run in a northeasterly direction along the arc of said curve and also along said northwest right of way for a distance

of 59.24 feet to a point; thence turn an angle to the left of $115^{\circ} 35' 15''$ from the chord of last stated curve and run in a northwesterly direction for a distance of 338.61 feet to a point; thence turn an angle to the right of $65^{\circ} 00' 00''$ and run in a northeasterly direction for a distance of 220.00 feet to a point on the southerly right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northerly right of way of said proposed road, said point being on a curve which is concave to the north having a central angle of $34^{\circ} 43' 52''$ and a radius of 370.00 feet; thence turn an angle to the right of $72^{\circ} 38' 04''$ to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 224.28 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 247.25 feet to a point on a curve to the left having a central angle of $48^{\circ} 49' 21''$ and a radius of 220.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 187.47 feet to a point; thence turn an angle to the left of $114^{\circ} 24' 41''$ from the chord of last stated curve and run in a northwesterly direction for a distance of 33.12 feet to a point on the 765 contour; thence turn an angle to the right of $0^{\circ} 12' 33''$ and run in a northwesterly direction along said 765 contour for a distance of 73.98 feet to a point; thence turn an angle to the left of $66^{\circ} 53' 38''$ and run in a southwesterly direction along said 765 contour for a distance of 62.45 feet to a point; thence turn an angle to the right of $131^{\circ} 47' 16''$ and run in a northwesterly direction along said 765 contour for a distance of 52.28 feet to a point; thence turn an angle to the left of $20^{\circ} 33' 00''$ and run in a northwesterly direction along said 765 contour for a distance of 96.07 feet to a point; thence turn an angle to the left of $32^{\circ} 52' 36''$ and run in a northwesterly direction along said 765 contour for a distance of 114.40 feet to a point; thence turn an angle to the left of $25^{\circ} 14' 07''$ and run in a northwesterly direction along said 765 contour for a distance of 90.28 feet to a point; thence turn an angle to the right of $49^{\circ} 27' 07''$ and run in a northwesterly direction along said 765 contour for a distance of 68.76 feet to a point; thence turn an angle to the left of $25^{\circ} 31' 39''$ and run in a northwesterly direction along said 765 contour for a distance of 94.29 feet to a point; thence turn an angle to the right of $10^{\circ} 48' 59''$ and run in a northwesterly direction along said 765 contour for a distance of 126.55 feet to a point; thence turn an angle to the left of $31^{\circ} 19' 50''$ and run in a northwesterly direction along said 765 contour for a distance of 112.85 feet to a point; thence turn an angle to the left of $57^{\circ} 06' 07''$ and run in a southwesterly direction along said 765 contour for a distance of 48.99 feet to a point; thence turn an angle to the left of $28^{\circ} 42' 19''$ and run in a southwesterly direction along said 765 contour for a distance of 74.05 feet to a point; thence turn an angle to the left of $29^{\circ} 14' 54''$ and run in a southeasterly direction along said 765 contour for a distance of 103.31 feet to a point; thence turn an angle to the left of $24^{\circ} 33' 40''$ and run in a southeasterly direction along said 765 contour for a distance of 60.44 feet to a point; thence

turn an angle to the right of 45° 40' 44" and run in a southwesterly direction along said 765 contour for a distance of 43.27 feet to a point; thence turn an angle to the left of 12° 56' 52" and run in a southeasterly direction along said 765 contour for a distance of 68.68 feet to a point; thence turn an angle to the left of 9° 14' 15" and run in a southeasterly direction along said 765 contour for a distance of 92.95 feet to a point; thence turn an angle to the left of 15° 40' 31" and run in a southeasterly direction along said 765 contour for a distance of 83.76 feet to a point; thence turn an angle to the right of 149° 42' 42" and run in a northwesterly direction along said 765 contour for a distance of 82.05 feet to a point; thence turn an angle to the right of 13° 45' 48" and run in a northwesterly direction along said 765 contour for a distance of 87.51 feet to a point; thence turn an angle to the right of 45° 29' 23" and run in a northwesterly direction along said 765 contour for a distance of 37.25 feet to a point; thence turn an angle to the left of 8° 17' 28" and run in a northwesterly direction along said 765 contour for a distance of 65.06 feet to a point; thence turn an angle to the left of 13° 05' 57" and run in a northwesterly direction along said 765 contour for a distance of 78.15 feet to a point; thence turn an angle to the right of 0° 38' 47" and run in a northwesterly direction along said 765 contour for a distance of 99.74 feet to a point; thence turn an angle to the right of 7° 03' 45" and run in a northwesterly direction along said 765 contour for a distance of 94.11 feet to a point; thence turn an angle to the right of 23° 49' 36" and run in a northeasterly direction along said 765 contour for a distance of 90.90 feet to a point; thence turn an angle to the left of 2° 10' 55" and run in a northeasterly direction along said 765 contour for a distance of 72.76 feet to a point; thence turn an angle to the left of 34° 37' 44" and run in a northwesterly direction along said 765 contour for a distance of 114.49 feet to a point; thence turn an angle to the right of 21° 52' 31" and run in a northwesterly direction along said 765 contour for a distance of 94.93 feet to a point; thence turn an angle to left of 6° 36' 07" and run in a northwesterly direction along said 765 contour for a distance of 119.90 feet to a point; thence turn an angle to the left of 66° 48' 45" leaving said 765 contour and run in a northwesterly direction for a distance of 597.07 feet to a point; thence turn an angle to the right of 8° 14' 24" and run in a northwesterly direction for a distance of 190.00 feet to a point on the southeast right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northwest right of way of said road; thence continue along last stated course for a distance of 189.96 feet to a point; thence turn an angle to the left of 90° 09' 13" and run in a southwesterly direction for a distance of 443.92 feet to a point; thence turn an angle to the right of 42° 24' 13" and run in a southwesterly direction for a distance of 115.98 feet to the northeast corner of Lot 25 in said Greystone First Sector Phase I; thence turn an angle to the left of 105° 59' 12" and run in a southeasterly direction along the northeast line of said Lot 25 for a distance of 187.77 feet to a point;

thence turn an angle to the right of $16^{\circ} 29' 05''$ and run in a southeasterly direction for a distance of 60.00 feet to a point on a curve to the left having a central angle of $10^{\circ} 48' 35''$ and a radius of 430.27 feet; thence turn an angle to the left of $95^{\circ} 24' 17''$ to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 81.18 feet to a point on a reverse curve to the right having a central angle of $83^{\circ} 03' 41''$ and a radius of 25.00 feet; thence run in a northeasterly to southeasterly direction along the arc of said curve for a distance of 36.24 feet to a point; thence run tangent to last stated curve for a distance of 53.00 feet to a point on a curve to the left having a central angle of $22^{\circ} 30' 00''$ and a radius of 405.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 159.04 feet to a point; thence turn an angle to the right of $78^{\circ} 45' 00''$ from the chord of said curve and run in a southwesterly direction for a distance of 209.27 feet to the point of beginning. Said parcel containing 38.76 acres, more or less.

Exhibit B

LEGAL DESCRIPTION OF LAKE PROPERTY

A proposed lake situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Proposed Lake:

Commence at the southwest corner of said Section 33 and thence run north along the west line of said Section 33 for a distance of 1,330.19 feet to a point on the southwest line of Lot 1, Greystone First Sector Phase I as recorded in Map Book 14, Page 91, in the office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128° 06' 40" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 130.85 feet to a point; thence turn an angle to the left of 84° 59' 36" and run in a northeasterly direction along the southeast line of Lots 1, 2 and 3 in said Greystone First Sector Phase I for a distance of 454.48 feet to a point; thence turn an angle to the right of 8° 40' 37" and run in a northeasterly direction along the southeast line of Lots 4, 5 & 6 in said Greystone First Sector Phase I for a distance of 431.76 feet to a point; thence turn an angle to the right of 30° 30' 25" and run in a northeasterly direction for a distance of 60.00 feet to the southeast corner of Lot 7 in said Greystone First Sector Phase I; thence turn an angle to the left of 37° 45' 47" and run in a northeasterly direction along the southeast line of Lots 7, 8 & 9 in said Greystone First Sector Phase I for a distance of 569.16 feet to a point; thence turn an angle to the left of 23° 16' 58" and run in a northeasterly direction along the southeast line of Lots 10, 11 & 12 of said Greystone First Sector Phase I for a distance of 515.40 feet to a point; thence turn an angle to the right of 37° 46' 39" and run in a northeasterly direction for a distance of 359.70 feet to a point; thence turn an angle to the right of 81° 55' 50" and run in a southeasterly direction for a distance of 415.28 feet to a point; thence turn an angle to left of 23° 37' 14" and run in a southeasterly direction for a distance of 151.28 feet to a point; thence turn an angle to the left of 69° 48' 35" and run in a northeasterly direction for a distance of 177.12 feet to a point on the 810 contour; thence turn an angle to the right of 52° 27' 51" and run in a southeasterly direction along the 810 contour for a distance of 132.83 feet to a point; thence turn an angle to the left of 40° 09' 36" and run in a northeasterly direction along the 810 contour for a distance of 37.65 feet to a point; thence turn an angle to the left of 25° 38' 46" and run in a northeasterly direction along the 810 contour for a distance of 87.79 feet to a point; thence turn an angle to the right of 1° 38' 16" and run in a northeasterly direction along the 810 contour for a distance of 111.20 feet to a point; thence turn an angle to the right of 131° 05' 18" and run in a southeasterly direction along the 810 contour for a distance of 107.63 feet to a point; thence turn an

angle to the left of $27^{\circ} 54' 00''$ and run in a southeasterly direction along the 810 contour for a distance of 58.43 feet to a point; thence turn an angle to the left of $9^{\circ} 47' 22''$ and run in a southeasterly direction along the 810 contour for a distance of 81.49 feet to a point; thence turn an angle to the right of $119^{\circ} 59' 17''$ and run in a southwesterly direction along the 810 contour for a distance of 37.39 feet to a point; thence turn an angle to the left of $7^{\circ} 42' 58''$ and run in a southwesterly direction along the 810 contour for a distance of 77.35 feet to a point; thence turn an angle to the left of $47^{\circ} 44' 30''$ and run in a southwesterly direction along the 810 contour for a distance of 62.22 feet to a point; thence turn an angle to the right of $41^{\circ} 22' 20''$ and run in a southwesterly direction along the 810 contour for a distance of 39.44 feet to a point; thence turn an angle to the left of $31^{\circ} 58' 01''$ and run in a southwesterly direction along the 810 contour for a distance of 57.68 feet to a point; thence turn an angle to the left of $56^{\circ} 13' 06''$ and run in a southeasterly direction along the 810 contour for a distance of 38.37 feet to a point; thence turn an angle to the left of $24^{\circ} 57' 18''$ and run in a southeasterly direction along the 810 contour for a distance of 35.37 feet to a point; thence turn an angle to the left of $22^{\circ} 49' 41''$ and run in a southeasterly direction along the 810 contour for a distance of 39.58 feet to a point; thence turn an angle to the right of $91^{\circ} 39' 43''$ and run in a southwesterly direction along the 810 contour for a distance of 24.04 feet to a point; thence turn an angle to the left of $49^{\circ} 44' 04''$ and run in a southeasterly direction along the 810 contour for a distance of 66.40 feet to a point; thence turn an angle to the left of $39^{\circ} 53' 07''$ and run in a southeasterly direction along the 810 contour for a distance of 57.75 feet to a point; thence turn an angle to the left of $28^{\circ} 30' 13''$ and run in a northeasterly direction along the 810 contour for a distance of 44.51 feet to a point; thence turn an angle to the right of $121^{\circ} 52' 51''$ and run in a southwesterly direction along the 810 contour for a distance of 70.26 feet to a point; thence turn an angle to the left of $24^{\circ} 02' 19''$ and run in a southeasterly direction along the 810 contour for a distance of 55.89 feet to a point; thence turn an angle to the left of $34^{\circ} 26' 55''$ and run in a southeasterly direction along the 810 contour for a distance of 57.56 feet to a point; thence turn an angle to the left of $24^{\circ} 46' 36''$ and run in a southeasterly direction along the 810 contour for a distance of 98.49 feet to a point; thence turn an angle to the right of $60^{\circ} 37' 34''$ and run in a southeasterly direction along the 810 contour for a distance of 68.85 feet to a point; thence turn an angle to the right of $58^{\circ} 59' 02''$ and run in a southwesterly direction along the 810 contour for a distance of 100.12 feet to a point; thence turn an angle to the left of $47^{\circ} 40' 52''$ leaving said 810 contour and run in a southwesterly direction for a distance of 32.32 feet to a point on the northwest right of way of Hugh Daniel Drive; thence turn an angle to the left of $121^{\circ} 22' 03''$ and run in a northeasterly direction along said northwest right of way for a distance of 419.16 feet to a point on a curve to the right having a central angle of 1°

17' 44" and a radius of 2,619.92 feet; thence run in a northeasterly direction along the arc of said curve and also along said northwest right of way for a distance of 59.24 feet to a point; thence turn an angle to the left of 115° 35' 15" from the chord of last stated curve and run in a northwesterly direction for a distance of 338.61 feet to a point; thence turn an angle to the right of 65° 00' 00" and run in a northeasterly direction for a distance of 220.00 feet to a point on the southerly right of way of a proposed road; thence continue along last stated course for a distance of 60.00 feet to the northerly right of way of said proposed road, said point being on a curve which is concave to the north having a central angle of 34° 43' 52" and a radius of 370.00 feet; thence turn an angle to the right of 72° 38' 04" to the chord of said curve and run in a northeasterly direction along the arc of said curve for a distance of 224.28 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 247.25 feet to a point on a curve to the left having a central angle of 48° 49' 21" and a radius of 220.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 187.47 feet to a point; thence turn an angle to the left of 114° 24' 41" from the chord of last stated curve and run in a northwesterly direction for a distance of 33.12 feet to a point on the 765 contour, said point being the point of beginning; thence turn an angle to the right of 0° 12' 33" and run in a northwesterly direction along said 765 contour for a distance of 73.98 feet to a point; thence turn an angle to the left of 66° 53' 38" and run in a southwesterly direction along said 765 contour for a distance of 62.45 feet to a point; thence turn an angle to the right of 131° 47' 16" and run in a northwesterly direction along said 765 contour for a distance of 52.28 feet to a point; thence turn an angle to the left of 20° 33' 00" and run in a northwesterly direction along said 765 contour for a distance of 96.07 feet to a point; thence turn an angle to the left of 32° 52' 36" and run in a northwesterly direction along said 765 contour for a distance of 114.40 feet to a point; thence turn an angle to the left of 25° 14' 07" and run in a northwesterly direction along said 765 contour for a distance of 90.28 feet to a point; thence turn an angle to the right of 49° 27' 07" and run in a northwesterly direction along said 765 contour for a distance of 68.76 feet to a point; thence turn an angle to the left of 25° 31' 39" and run in a northwesterly direction along said 765 contour for a distance of 94.29 feet to a point; thence turn an angle to the right of 10° 48' 59" and run in a northwesterly direction along said 765 contour for a distance of 126.55 feet to a point; thence turn an angle to the left of 31° 19' 50" and run in a northwesterly direction along said 765 contour for a distance of 112.85 feet to a point; thence turn an angle to the left of 57° 06' 07" and run in a southwesterly direction along said 765 contour for a distance of 48.99 feet to a point; thence turn an angle to the left of 28° 42' 19" and run in a southwesterly direction along

said 765 contour for a distance of 74.05 feet to a point; thence turn an angle to the left of $29^{\circ} 14' 54''$ and run in a southeasterly direction along said 765 contour for a distance of 103.31 feet to a point; thence turn an angle to the left of $24^{\circ} 33' 40''$ and run in a southeasterly direction along said 765 contour for a distance of 60.44 feet to a point; thence turn an angle to the right of $45^{\circ} 40' 44''$ and run in a southwesterly direction along said 765 contour for a distance of 43.27 feet to a point; thence turn an angle to the left of $12^{\circ} 56' 52''$ and run in a southeasterly direction along said 765 contour for a distance of 68.68 feet to a point; thence turn an angle to the left of $9^{\circ} 14' 15''$ and run in a southeasterly direction along said 765 contour for a distance of 92.95 feet to a point; thence turn an angle to the left of $15^{\circ} 40' 31''$ and run in a southeasterly direction along said 765 contour for a distance of 83.76 feet to a point; thence turn an angle to the right of $149^{\circ} 42' 42''$ and run in a northwesterly direction along said 765 contour for a distance of 82.05 feet to a point; thence turn an angle to the right of $13^{\circ} 45' 48''$ and run in a northwesterly direction along said 765 contour for a distance of 87.51 feet to a point; thence turn an angle to the right of $45^{\circ} 29' 23''$ and run in a northwesterly direction along said 765 contour for a distance of 37.25 feet to a point; thence turn an angle to the left of $8^{\circ} 17' 28''$ and run in a northwesterly direction along said 765 contour for a distance of 65.06 feet to a point; thence turn an angle to the left of $13^{\circ} 05' 57''$ and run in a northwesterly direction along said 765 contour for a distance of 78.15 feet to a point; thence turn an angle to the right of $0^{\circ} 38' 47''$ and run in a northwesterly direction along said 765 contour for a distance of 99.74 feet to a point; thence turn an angle to the right of $7^{\circ} 03' 45''$ and run in a northwesterly direction along said 765 contour for a distance of 94.11 feet to a point; thence turn an angle to the right of $23^{\circ} 49' 36''$ and run in a northeasterly direction along said 765 contour for a distance of 90.90 feet to a point; thence turn an angle to the left of $2^{\circ} 10' 55''$ and run in a northeasterly direction along said 765 contour for a distance of 72.76 feet to a point; thence turn an angle to the left of $34^{\circ} 37' 44''$ and run in a northwesterly direction along said 765 contour for a distance of 114.49 feet to a point; thence turn an angle to the right of $21^{\circ} 52' 31''$ and run in a northwesterly direction along said 765 contour for a distance of 94.93 feet to a point; thence turn an angle to the left of $6^{\circ} 36' 07''$ and run in a northwesterly direction along said 765 contour for a distance of 119.90 feet to a point; thence turn an angle to the right of $109^{\circ} 38' 48''$ and run in a southeasterly direction for a distance of 279.58 feet to a point; thence turn an angle to the right of $100^{\circ} 55' 43''$ and run in a southwesterly direction along the 765 contour for a distance of 63.88 feet to a point; thence turn an angle to the left of $32^{\circ} 10' 06''$ and run in a southeasterly direction along the 765 contour for a distance of 64.71 feet to a point; thence turn an angle to the left of $13^{\circ} 04' 38''$ and run in a southeasterly direction along the 765 contour for a distance of 121.49 feet to

a point; thence turn an angle to the left of 23° 52' 52" and run in a southeasterly direction along the 765 contour for a distance of 87.66 feet to a point; thence turn an angle to the left of 36° 18' 43" and run in a southeasterly direction along the 765 contour for a distance of 58.69 feet to a point; thence turn an angle to the right of 76° 17' 06" and run in a southeasterly direction along the 765 contour for a distance of 59.45 feet to a point; thence turn an angle to the left of 27° 14' 11" and run in a southeasterly direction along the 765 contour for a distance of 63.02 feet to a point; thence turn an angle to the left of 13° 01' 34" and run in a southeasterly direction for a distance of 204.23 feet to a point; thence turn an angle to the left of 5° 27' 40" and run in a southeasterly direction along the 765 contour for a distance of 93.74 feet to a point; thence turn an angle to the left of 16° 28' 29" and run in a southeasterly direction along the 765 contour for a distance of 44.47 feet to a point; thence turn an angle to the left of 24° 16' 39" and run in a northeasterly direction along the 765 contour for a distance of 126.22 feet to a point; thence turn an angle to the right of 138° 06' 19" and run in a southwesterly direction along the 765 contour for a distance of 104.27 feet to a point; thence turn an angle to the left of 59° 08' 21" and run in a southeasterly direction along the 765 contour for a distance of 143.99 feet to the point of beginning. Said Proposed Lake #2 containing 5.1 acres, more or less.

BOOK 378 PAGE 985

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 DEC 20 PM 1:36

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	95.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	99.00