

**CERTIFIED COPY OF RESOLUTIONS
OF THE MEMBERS OF
BROOKCHASE ESTATES, L.L.C. (the "Company")
ADOPTED MARCH 14, 1996**

RESOLVED, that Donald M. Acton, as Managing Member of BROOKCHASE ESTATES, L.L.C. is, and he hereby is authorized and directed to execute and deliver in the name of and on behalf of the Company such documents as may be necessary to close the loan with First Commercial Bank (the "Lender"), wherein the Lender has agreed to make a loan to the company for the purposes of acquisition and development of a subdivision on the property described in **Exhibit "A"** attached hereto (the "Property") located in Shelby County, City of Chelsea, Alabama, with a loan in the maximum amount of \$1,100,000.00 payable as to principal and interest as set forth in the loan documents;

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

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

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

- (a) Promissory Note in the principal amount of \$1,100,000.00;
- (b) a Mortgage and Security Agreement, and UCC-1 Financing Statements granting to the Lender a first priority mortgage lien on the real estate described in Exhibit "A" attached to these resolutions, together with all improvements and fixtures now or hereafter located thereon, including the Project;
- (c) Construction Loan Agreement; and,

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(d) Borrower's Affidavit.

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

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

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

Certificate

The undersigned, as all of the members of BROOKCHASE ESTATES, L.L.C., a limited liability company duly organized and existing under the laws of the State of Alabama, do hereby certify that the foregoing is a full, true and correct copy of Resolutions of the members of said liability company, duly and regularly passed and adopted at a meeting of the members of said liability company which was duly and regularly called and held on the 14th day of March, 1996, at which meeting all of the members of said limited liability company were at all times present and acting.

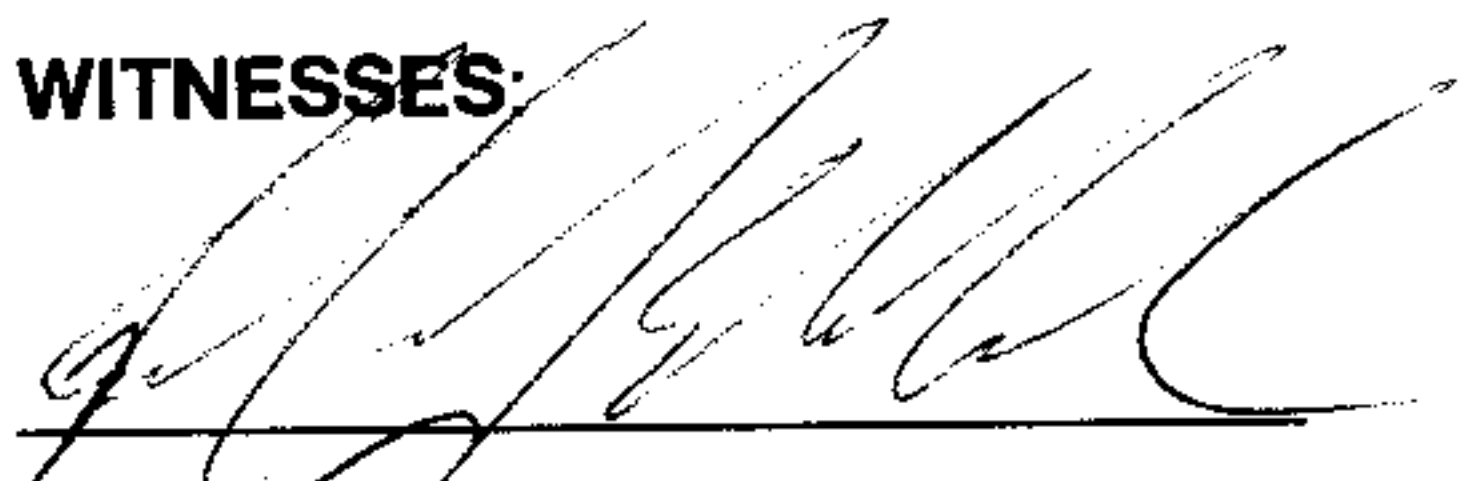
The undersigned hereby certify that said resolutions are still in full force and effect, have not been amended or revoked and that the specimen signature appearing below are the signatures of the Members authorized to sign for this company by virtue of said

resolutions.

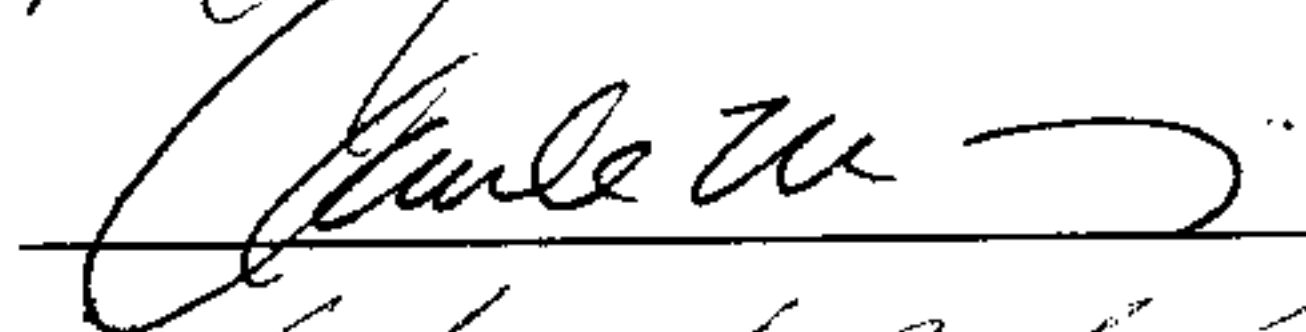
The undersigned further certify that the Articles of Organization of BROOKCHASE ESTATES, L.L.C., filed in the Shelby County Probate Office, State of Alabama, Instrument No. 1996 - 8488, on MARCH 15, 1996, have not been amended, modified or altered, and the Operating Agreement of BROOKCHASE ESTATES, L.L.C., dated MARCH 14, 1996, has not been amended, modified or altered and both the Articles of Organization and Operating Agreement are in full force and effect.

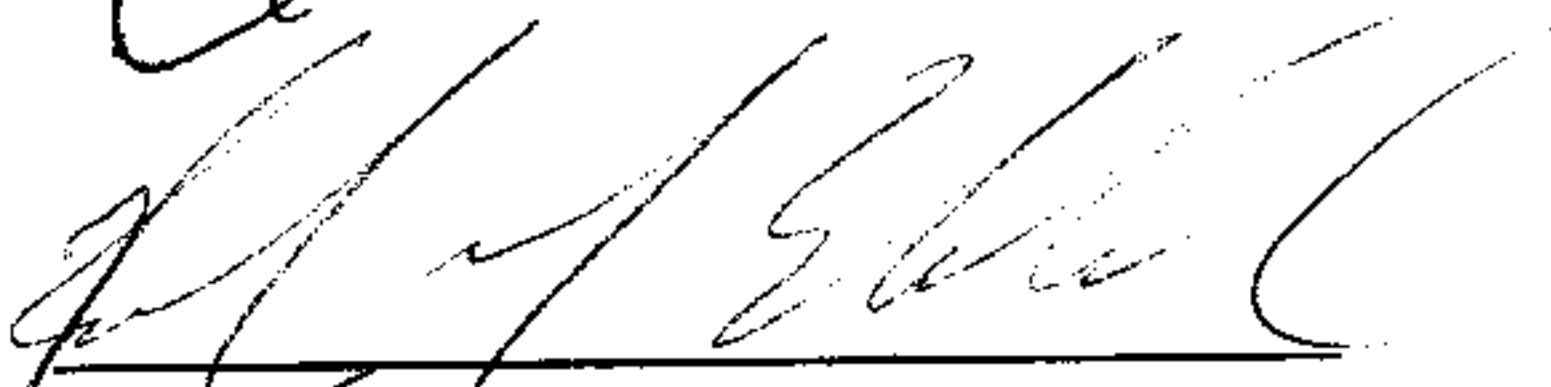
IN WITNESS WHEREOF, each of the undersigned has set his hand as such a member this 14 day of MARCH, 1996.

WITNESSES:

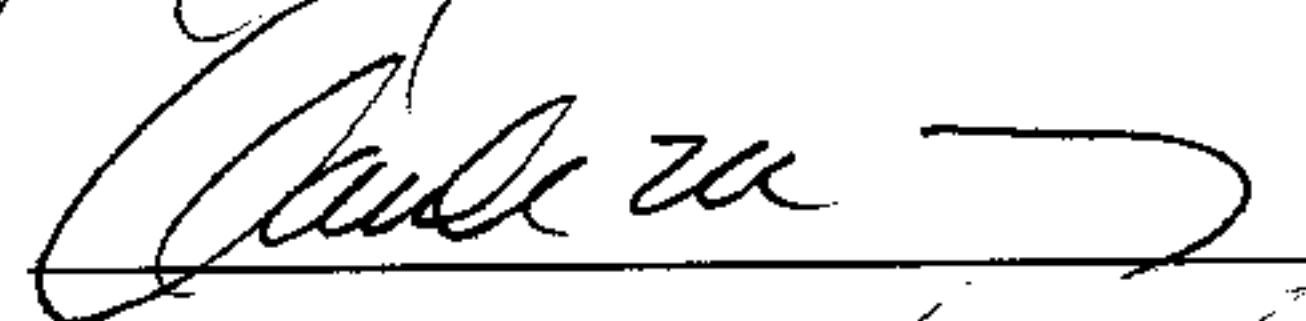


 (Seal)
Donald M. Acton

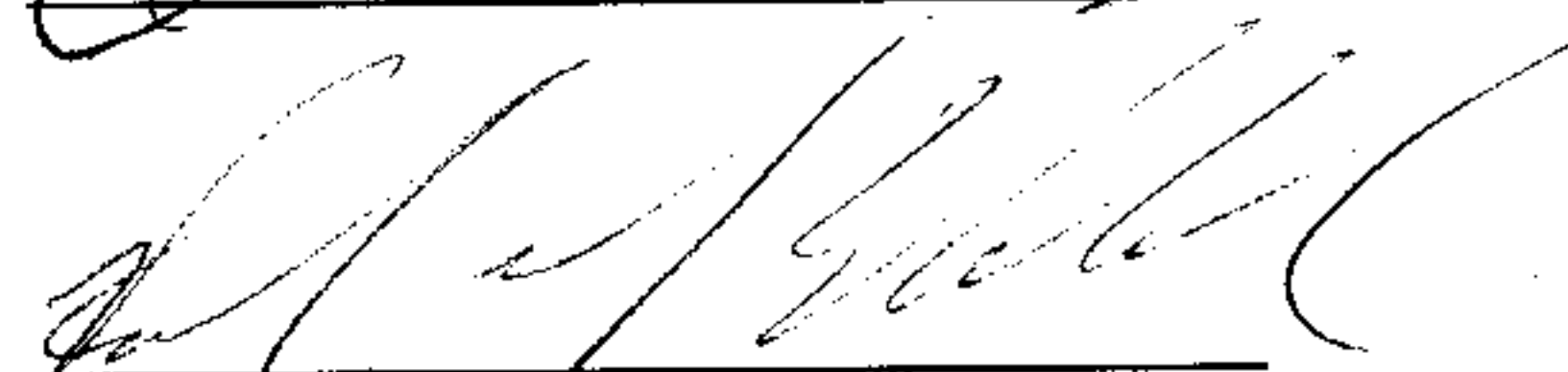




 (Seal)
William F. Spratlin



 (Seal)
Rodney D. McGinnis





 (Seal)
Kenneth B. Weygand

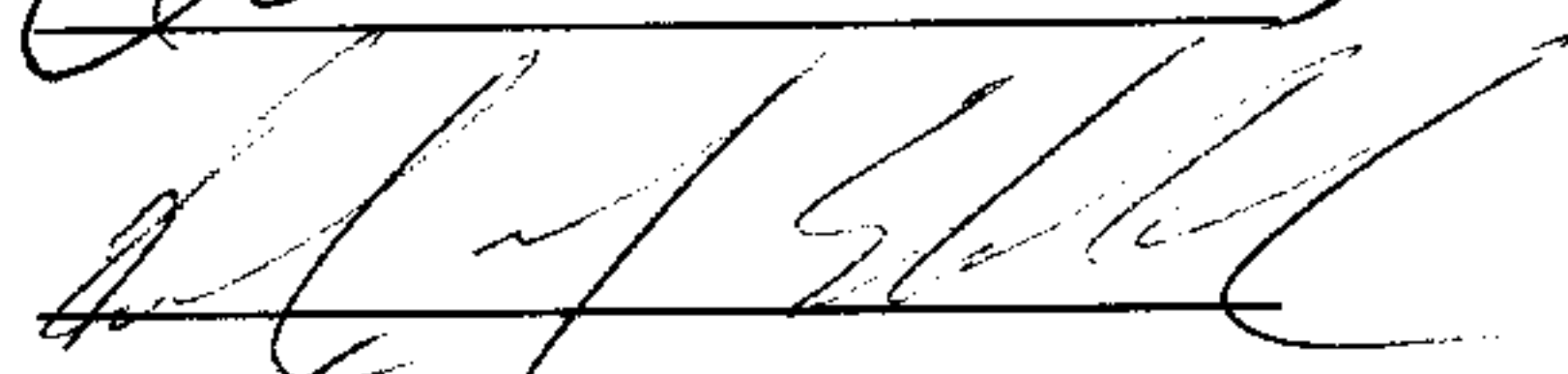




EXHIBIT "A"

Commence at the Southeast corner of Section 34, Township 19 South, Range 1 West; thence run West along the South line of Section 34 a distance of 1558.67 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 672.80 feet to a point on the Northeast right of way of Shelby County Road 337; thence turn an angle to the right of 42°37'26" and run Northwest along the Northeast right of way for a distance of 435.88 feet; thence turn an angle to the right of 63°54'12" and run Northeast for a distance of 1064.63 feet to a point on the North line of the South 1/2 of the Southeast 1/4; thence turn an angle to the right of 73°22'06" and run East along the said North line of the South 1/2 of the Southeast 1/4 for a distance of 1883.62 feet to a point on the West right of way of Shelby County Highway No. 47; thence turn an angle to the right of 55°34'28" to the tangent of a curve to the right having a central angle of 03°09'36" and a radius of 1392.92 feet; thence run along the arc of said curve along the West right of way of Shelby County Highway No. 47 for a distance of 76.82 feet; thence turn an angle to the right from the tangent if extended to said curve of 54°22'51" and run Southwest for a distance of 195.18 feet; thence turn an angle to the right of 09°17'15" and run Southwest for a distance of 58.53 feet; thence turn an angle to the right of 13°21'10" and run Southwest for a distance of 95.78 feet; thence turn an angle to the right of 09°02'20" and run Southwest for a distance of 110.97 feet; thence turn an angle to the right of 09°46'30" and run in a Southwest direction for a distance of 52.53 feet; thence turn an angle to the left of 04°12'50" and run Southwest for a distance of 188.45 feet; thence turn an angle to the right of 0°39'05" and run Southwest for a distance of 84.16 feet; thence turn an angle to the right of 04°19'45" and run Southwest for a distance of 131.51 feet; thence turn an angle to the right of 44°07'45" and run Northwest for a distance of 115.65 feet; thence turn an angle to the left of 04°33'45" and run Northwest for a distance of 136.97 feet; thence turn an angle to the left of 30°31'20" and run Southwest for a distance of 557.56 feet; thence turn an angle to the left of 93°46'23" and run Southeast for a distance of 641.41 feet to the point of beginning; being situated in Shelby County, Alabama

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