

STATE OF ALABAMA )

SHELBY COUNTY )

ESTABLISHMENT OF COVENANTS, RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, THOMAS W. FISH (herein the "Developer") is the owner of that certain real property located in Shelby County, Alabama which is more fully described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property"). By his execution of this instrument, the Developer intends to and does hereby subject the Property and all of the Parcels therein to the matters contained herein. *THOMAS W. FISH IS ONE AND THE SAME PERSON AS TOMMY W. FISH.*

Inst # 1997-12754

ARTICLE I

DEFINITIONS

For the purposes of this instrument, the following capitalized terms shall have the following meanings:

(a) Lot, means any Lot within Christopher Cove, a single family residential subdivision as depicted in Map Book 22, Page 53 in the Office of the Judge of Probate of Shelby County, Alabama (the "Subdivision"), specifically including Lots 1, 2 and 3 within the Subdivision.

(b) Tract, means Tract A (as described on Exhibit "B" attached hereto), Tract B (as described on Exhibit "C" attached hereto) and Tract C (as described on Exhibit "D" attached hereto).

(c) Parcel, means a Lot or Tract located within the Property.

(d) Driveway, means that certain Driveway as presently

f:\pam\realest\christopher.cov

04/25/1997-12754  
08:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
021 MCD 59.50

*James Buford*

situated on Tracts A and B and extending in a northerly direction from Shelby County Highway 280 to a point located within the Colonial Pipeline easement which is located on the Property. An approximate depiction of the Driveway is set out on Exhibit "E" attached hereto and incorporated by reference herein.

(e) Drive, means that certain Drive located on the common boundary of Tracts A and B which extends in a northerly direction from the end of the Driveway along such common boundary for a distance of 741'  $\pm$ . The Drive is depicted on Exhibit "E" attached hereto and incorporated by reference herein and is further defined as being 15' on either side of such common boundary.

(f) Driveway Easement, means a nonexclusive perpetual easement, running with the land, for ingress, egress, all utilities (including, without limitation, the Alabama Power Company) and drainage over and across that portion of Tracts A and B upon which the Driveway exists, including, without limitation, all those portions of Tracts A and B extending from Shelby County Highway 280 northerly to the end of the Driveway. The Driveway Easement does not extend to any portion of Tracts A and B which are not contiguous to Lots 1, 2 or 3 or Tract C.

(g) Primary Dwelling, means a single family residential dwelling.

(h) Outbuilding, means a barn, stable, workshop, storage building or other structure which is not intended for permanent occupancy by human beings.

(i) Structure, means a Primary Dwelling or Outbuilding.

(j) Owner, means in the aggregate, all of the Owners in the aggregate of fee simple interests in and to any Parcel. Notwithstanding multiple ownership of any Parcel, for the purposes of this instrument, no Parcel shall be afforded more than one vote for any matters contained in this instrument. . . . .

(k) Mortgagee, means the holder of any mortgage encumbering any Parcel within the Property.

## ARTICLE II

### LAND USE

(a) No Parcel shall be used for any purpose other than residential purposes. Notwithstanding the foregoing, it is expressly understood that home offices are allowed so long as such home offices do not create extraordinary traffic of business invitees of the Owner(s) of a Parcel along the Driveway or the Drive.

(b) Horses are allowed on any Parcel. No dog kennels for commercial purposes will be allowed on any Parcel, nor will any cows, swine or chickens be allowed on any Parcel.

## ARTICLE III

### BUILDING REQUIREMENTS

(a) No Lot shall contain more than one Primary Dwelling and no Primary Dwelling shall be erected on any Lot if such Primary Dwelling contains less than 1300 square feet of Living Space. Living Space is defined as heated and finished areas and does not include porches, garages, basements, carports or attics.

(b) No more than three Outbuildings may be constructed on Lot

1 or Lot 3. No more than four Outbuildings may be constructed on Lot 2.

(c) No more than one Primary Dwelling and two Outbuildings may be constructed on Tract C.

(d) No Structure other than fences shall be located any closer than 30' from the eastern Lot line of Lots 1 and 3. No Structure other than fences shall be located any closer than 30' from the western Lot line of Lot 2 or Tract C.

(e) No chain link fencing shall be allowed within 30' of any Parcel line which is contiguous to the Driveway or the Drive.

(f) No mobile homes shall be used for a Primary Dwelling or for any other use except for temporary use during the construction of a Primary Dwelling or Outbuilding and further, any such mobile home may not remain on any Parcel for more than 12 months.

(g) All septic tanks on any Parcel must be of an improved type, such tanks together with adequate field lines must be approved completely and acceptable to the Shelby County Health Department. No septic tank or field line shall be located within 20' of any adjoining Parcel.

(h) The construction of any Structure on any Parcel shall be permitted and approved by the appropriate governmental authorities.

#### ARTICLE IV

##### DRIVEWAY

(a) For the purposes of this Article IV, the servient estates shall mean Tracts A and B and the dominant estate shall mean Tract A (as appropriate), Tract B (as appropriate), Tract C, Lots 1, 2

and 3 and any other real property which Developer grants the easement created herein to.

(b) The Developer hereby grants, bargains, sells and conveys to the dominant estates (which conveyance burdens the servient estates) a perpetual, nonexclusive easement, running with the land, for ingress, egress, all utilities (including, without limitation, the Alabama Power Company) and drainage over, across and under (as necessary) the Driveway and the Driveway Easement. It is expressly understood that the Driveway shall not be used for access to any real property which is not a dominant estate. The Developer also grants, bargains, sells and conveys to any entity which will afford fire protection, police protection, garbage collection, provision of water or other services necessary for the comfortable habitation of any Parcel (the "Service Entities"), a perpetual, nonexclusive easement for ingress and egress over and across the Driveway in order for such Service Entities to perform their services to the Property and any Parcel. TO HAVE AND TO HOLD unto the dominant estates and the Service Entities forever.

(c) The Driveway (and the Drive) shall only be used for:

1. Normal vehicular traffic to access the Parcels (normal usage), normal usage shall also include damage to the Driveway or Drive occasioned by weather and acts of God; and
2. Construction vehicles for the construction or improvement of the land within a Parcel, Primary Dwellings, Outbuildings or appurtenances thereto (extraordinary usage).
3. Service Entity vehicles, including vehicles of the

various utility companies.

(d) DRIVEWAY MAINTENANCE:

1. The Developer has, or will, construct the Driveway to the following specifications: (The "Minimum Driveway Condition" or the "MDC"). The Driveway shall be a Gravel Road having a 12' minimum width of travel surface constructed with compacted No. 825 modified dense grade stone installed to an average depth of 4-inches over a vibratory compacted subgrade. In certain limited low and soft areas the subgrade shall include the installation of Petromat covered and regraded with approximately 2-feet of existing red clay base. Drainage ditches having a minimum 12-inch depth shall be installed on the higher side of the roadbed with state approved road patrol to existing drainage pipe culverts. In certain areas drainage ditches shall be installed on the lower side of the roadbed to improve drainage control. The Driveway shall also include 3 vehicle-passing areas approximately 24' wide by 40' long each also constructed with 4" deep compacted No. 825 modified stone on an appropriate subgrade.

2. After improving the Driveway to the MDC, the Developer shall have no further responsibility with respect to the Driveway whatsoever.

3. Any extra costs incurred in upgrading the Driveway surface to a condition or standard higher than the minimum MDC (for example: black-top paving) shall be borne only by those Parcel Owners who agree in advance to share such initial extra costs and the future maintenance costs of such upgrade improvements. Parcel

Owners who do not agree to share the extra upgrade costs are only obligated to pay their percentage share (Article IV paragraph (d)4(C)(i-vi) of cost relating to maintenance up to the MDC level.

4. The Driveway shall be maintained to the MDC. Any Owner of any Parcel who causes damage to the Driveway by extraordinary usage or by the installation or maintenance of utilities or drainage serving his Parcel shall:

A. Maintain the Drive and Driveway in a condition which is passable by ordinary motor vehicles during such extraordinary usage; and

B. Periodically (but no greater than every 30 days) bring the Drive and Driveway, as appropriate, up to the MDC and the MDS as hereinafter defined.

C. With respect to normal usage, every Parcel Owner shall, from time to time, share the cost of keeping the Driveway to the MDC (including the filling of "pot-holes" and "tire ruts" and the grading to a smooth crowned surface) in the following percentages of cost:

- (i) Lot 1; 10%.
- (ii) Lot 2; 15%.
- (iii) Lot 3; 15%.
- (iv) Tract A; 16%.
- (v) Tract B; 16%.
- (vi) Tract C; 28%.

NOTE: Developer hereby expressly reserves the right to unilaterally change the above percentages by filing such change

with the Probate Office of Shelby County, Alabama in the event Tract C is not sold to Transvaal, LLC, said sale occurring on or before June 1, 1997.

5. An affirmative vote of the Owners of at least three of the six Parcels shall be required in order to implement road maintenance on the Driveway to the MDC. Upon such affirmative vote, the approved Driveway maintenance shall be implemented and the Owner of each Parcel shall be obligated to pay, upon demand, the percentage of the cost of such maintenance as set out in Article IV paragraph (d)(4)(C)(i-vi) above. Any Owner(s) failing or refusing to pay their portion of the maintenance obligations set out herein (the "Defaulting Owner(s)") shall be subject to suit by one or more of the other Owners (the "Non-Defaulting Owners") in order to collect the sums owing by the Defaulting Owner(s) together with costs incurred therein including, but not limited to, reasonable attorney's fees and expert witness fees. The obligation of a Defaulting Owner shall also be secured by a lien on the Parcel of such Defaulting Owner in favor of the Non-Defaulting Owners which lien may be foreclosed in the same manner as mortgages without a power of sale. Such lien shall at all times be subordinate to the interest of any bona fide mortgagee of any Parcel whether such mortgagee's mortgage is dated before or after the date of this instrument.

6. The Owners of all Parcels shall maintain liability insurance with any necessary umbrella policy in order to afford to each Owner a minimum of \$500,000.00 in liability coverage insuring

against casualties occasioned by the use of the Driveway.

## ARTICLE V

### THE DRIVE

(a) The Developer hereby establishes:

(1) For the benefit of Tract A, an easement parallel to and 15' west of the common line of the Drive; and

(2) For the benefit of Tract B, an easement parallel to and 15' east of the common line of the Drive.

(b) The easements set out in this Article V paragraph (a) (1) and (2) above are exclusive only to Tracts A and B, are perpetual and run with the land and are for ingress, egress, utilities and drainage. The Developer also grants, bargains, sells and conveys to any entity which will afford fire protection, police protection, garbage collection, provision of water or other services necessary for the comfortable habitation on any Parcel (the "Service Entities") a perpetual, nonexclusive easement for ingress and egress over and across the Drive in order for such Service Entities to perform their services to Tracts A and B. TO HAVE AND TO HOLD unto Tracts A and B and the Service Entities forever.

(c) The Minimum Drive Standard (MDS) for the Drive is defined as: The Drive shall be a Gravel Road having a 12' minimum width of travel surface constructed with compacted No. 825 modified dense grade stone installed to an average depth of 4-inches over a vibratory compacted subgrade. Drainage ditches having a minimum 12-inch depth shall be installed on the higher side of the roadbed with state approved road patrol to existing drainage pipe culverts.

In certain areas drainage ditches shall be installed on the lower side of the roadbed to improve drainage control.

(d) For the purposes of this Article V, the term normal usage and extraordinary usage shall have the same meanings as those set out hereinabove in Article IV paragraph (c)1 and 2. The Owners of Tracts A and B shall equally share the maintenance to the MDS of the Drive required by normal usage. The Owners of Tracts A or B shall individually bear the expense of repair maintenance of the Drive required by damage occasioned to the Drive by extraordinary usage, or by the installation or maintenance of utilities or drainage, which serves or benefits their respective Tract.

After improving the Drive to the MDC, the Developer shall have no further responsibility with respect to the Drive whatsoever.

(e) At any time that the Drive falls below the MDS, the Owner of either Tract A or Tract B may insist upon repair to the Drive up to the MDS obligating the other Owner (of either Tract A or Tract B as appropriate) to bear such other Owner's share of the expense required according to the percentages set out above in this Article V paragraph (d). A Tract A or Tract B Owner failing or refusing to pay their portion of the maintenance obligation set out herein (the "Defaulting Owner") shall be subject to suit by the other Tract A or Tract B Owner (the "Non-Defaulting Owner") in order to collect the sums owing by the Defaulting Owner together with costs, reasonable attorney's fees and expert witness fees. The obligations of a Defaulting Owner shall also be secured by a lien on the Parcel of the Defaulting Owner in favor of the Non-

Defaulting Owner which lien may be foreclosed in the same manner as mortgages without the power of sale. Such lien shall at all times be subordinate to the interest of any bona fide mortgagee of either Tract A or Tract B whether such mortgagee's mortgage is dated before or after the date of this instrument. . . . .

(f) The Owners of Tracts A and B shall maintain liability insurance with any necessary umbrella policy in order to afford each Owner a minimum of \$500,000.00 in liability coverage insuring against casualties occasioned by the use of the Drive.

#### ARTICLE VI

#### MISCELLANEOUS

(a) No obnoxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property. Without limiting the generality of the foregoing, it is the intent of the Developer and these covenants to restrict the use of the Property and any Parcel therein from anything which will detract from a high quality residential estate subdivision. Accordingly, no commercial vehicle or any inoperable motor vehicle shall be allowed on the Property or any Parcel therein which is visible from the Driveway or the Drive. There shall be no parking on the Drive or the Driveway. No Parcel shall be used as a dumping ground for rubbish, trash, garbage or other waste, and such shall not be kept except in sanitary containers. Each Parcel shall be maintained in a neat and orderly fashion at least to the extent of visibility from the Driveway or the Drive, this includes the yard any shrub beds. Each

Lot Owner shall also be expected to remove any litter or accumulated trash found in the area between their respective Lot line and the center of the Driveway.

(b) No commercial or advertising signs of any kind shall be displayed to the public view on any Parcel except one sign of not more than five square feet advertising a Parcel for sale or rent, or signs used by a builder to advertise a Parcel during construction and sale period.

(c) GRANTEE'S ACCEPTANCE. The grantee of any Parcel subject to the coverage of this instrument, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Developer or a subsequent Owner of such Parcel, shall accept such deed or other contract upon and subject to each and all of these restrictions herein contained and other easements, restrictions and reservations of record.

(d) INDEMNITY FOR DAMAGES. Each and every Parcel Owner and future Parcel Owner, in accepting a deed or contract for any Lot subject to the Declaration, agrees to indemnify Developer for any damages caused by such Owner, or the contractor, agent, or employees of such Owner, to the Driveway and the Drive, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines.

(e) SEVERABILITY. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from

every other one of the provisions and restrictions and of and from every combination of the provisions and restrictions.

(f) NO REVERTER. No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

(g) DURATION AND AMENDMENT. The provisions of this instrument may not be amended without the unanimous consent of the Owners of all of the Parcels within the Property.

(h) ENFORCEMENT. In the event of a violation or breach of any of these restrictions or any amendments thereto by any Owner of a Parcel, (or employee, agent, or lessee of such Owner), the Developer, his successors and assigns, or any party to whose benefit these restrictions inure shall have the right (in addition to the other rights set forth herein) to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages for any amounts required to be paid hereunder, or take all such courses of action at the same time, or such legal remedy deemed appropriate. No delay or failure on the part of an aggrieved party to initiate and available remedy set forth herein shall be held to be a waiver of that party or of any other party to assert any right available to him upon the recurrence of continuation of said violation or the occurrence of different violations. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled

specifically to relief by way of injunction as well as any other available relief either at law or in equity. Any party to proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against a Parcel Owner may be awarded a reasonable attorney's fee against such Parcel Owner, and shall have the right to place recorded lien on any Parcel for the purpose of securing the payment of any amounts owing by a Parcel Owner under this Declaration and such lien may be enforced in the same manner as foreclosure of a mortgage under the Laws of the State of Alabama.

(i) NO WAIVER. The failure of any party entitled to enforce any of these restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

(j) MODIFICATION OF THESE COVENANTS BY DEVELOPER. Notwithstanding anything to the contrary contained herein, the Developer reserves the right to unilaterally modify these covenants with respect to any Parcel owned by Developer at any time without the necessity of obtaining approval from any Parcel Owner or Parcel mortgagee. Any such modification shall only apply to Developer owned Parcel(s).

(k) HUNTING. No hunting shall be allowed on any Lot.

(l) The Property does not constitute the homestead of the Developer or his spouse.

(m) FURTHER RESERVATION OF EASEMENTS. The Developer does

hereby reserve unto himself, his heirs, successors and assigns, an easement over and across the entire Property and every Parcel therein for the purpose of granting utility easements to all necessary utility companies, including, without limitation, the Alabama Power Company, so that each and every Parcel shall have available to it power, water, gas, cable TV and telephone, as necessary.

(n) EFFECTS OF VIOLATION ON MORTGAGE LIEN. No violation of any of the matters contained in this instrument shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property, any Lot or Tract; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this instrument as fully as any other Owner of any portion of the Property, or any Lot or Tract therein.

IN WITNESS WHEREOF, the undersigned, THOMAS W. FISH has hereunto set his hand and seal this 22 day of April, 1997.

  
\_\_\_\_\_  
Thomas W. Fish

STATE OF ALABAMA )

COUNTY OF Jefferson )

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

Given under my hand and seal this 22 day of April, 1997.

  
Notary Public  
My Commission Expires: 3-1-98

EX A

Commencing At the Northwest Corner of Section 19, Township 19 South, Range 2 East, Shelby County, Alabama for the point of beginning; thence North 90 degrees 00 minutes 00 seconds East along the North boundary line of said Section 19, Township 19 South, Range 2 East for a distance of 791.27 feet; thence South 0 degrees 17 minutes 37 seconds East, a distance of 3593.90 feet to the North Right of way Line of Shelby County Road No. 280 and the point of curvature of a tangent curve, concave to the South having a radius of 1285.72 feet, a central angle of 16 degrees 30 minutes 28 seconds, and a chord of 369.16 feet bearing North 83 degrees 34 minutes 12 seconds West; thence West along said curve a distance of 370.44 feet; thence South 89 degrees 49 minutes 14 seconds West along said road right of way line for a distance of 257.40 feet; thence North 0 degrees 23 minutes 45 seconds East a distance of 904.56 feet; thence North 89 degrees 55 minutes 55 seconds West a distance of 210.00 feet to the West boundary line of said Section 19, Township 19 South, Range 2 East; thence North 0 degrees 23 minutes 45 seconds East along said West boundary line of Section 19, Township 19 South, Range 2 East for a distance of 2648.59 feet to the Point of Beginning. Said parcel located in the West 1/2 of the NW 1/4 of Section 19, Township 19 South, Range 2 East, Shelby County, Alabama.

Exhibit "B"

**14.00 ACRES PARCEL:** TRACT A

A parcel of land situated in the NW 1/4 and the SW 1/4 of Section 19, Township 19 South, Range 2 East and being more particularly described as follows:

Commence at the NW Corner of Section 19, Township 19 South, Range 2 East; thence S 89deg-58'-11" E a distance of 565.83' to the **POINT OF BEGINNING**; thence continue along the last described course a distance of 225.00'; thence S 0deg-13'-49" E a distance of 1441.43'; thence S 62deg-48'-54" W a distance of 260.06'; thence S 20deg-26'-21" W a distance of 891.23'; thence S 9deg-15'-56" E a distance of 252.54'; thence S 3deg-07'-40" E a distance of 218.55'; thence S 42deg-55'-27" E a distance of 369.05'; thence S 2deg-05'-04" E a distance of 418.52' to a point on the northwesterly right-of-way line of Shelby County Highway No. 280 (80' R.O.W.), said point lying on a curve to the left having a radius of 1285.72' and a central angle of 1deg-34'-07"; thence along said right-of-way line and the arc of said curve a distance of 35.20', said arc subtended by a chord which bears N 85deg-59'-01" W a distance of 35.20', to the end of said arc; thence N 2deg-05'-04" W and leaving said right-of-way line a distance of 401.74'; thence N 42deg-55'-27" W a distance of 368.69'; thence N 3deg-07'-40" W a distance of 229.34'; thence N 9deg-15'-56" W a distance of 259.94'; thence N 20deg-26'-21" E a distance of 780.27'; thence N 6deg-36'-57" W a distance of 741.04'; thence N 0deg-18'-18" E a distance of 473.03'; thence N 19deg-18'-08" E a distance of 478.56' to the **Point of Beginning**. Said parcel contains 14.00 acres, more or less.

**LESS AND EXCEPT** a 50' Colonial Pipeline right-of-way.

Exhibit "C"

**20.89 ACRES PARCEL:**     TRACT     B

A parcel of land situated in the NW 1/4 and the SW 1/4 of Section 19, Township 19 South, Range 2 East and being more particularly described as follows:

**BEGIN** at the NW Corner of Section 19, Township 19 South, Range 2 East, said point being the **POINT OF BEGINNING**; thence S 89deg-58'-11" E a distance of 565.83'; thence S 19deg-18'-08" W a distance of 478.56'; thence S 00deg-18'-18" W a distance of 473.03'; thence S 06deg-36'-57" E a distance of 741.04'; thence S 20deg-26'-21" W a distance of 780.27'; thence S 09deg-15'-56" E a distance of 259.94'; thence S 03deg-07'-40" E a distance of 229.34'; thence S 42deg-55'-27" E a distance of 368.69'; thence S 02deg-05'-04" E a distance of 401.74' to a point on the northwesterly right-of-way line of Shelby County Highway No. 280 (80' R.O.W.), said point lying on a curve to the left having a radius of 1285.72' and a central angle of 1deg-33'-53"; thence along said right-of-way line and the arc of said curve a distance of 35.11', said arc subtended by a chord which bears N 87deg-33'-01" W a distance of 35.11', to the end of said arc; thence N 02deg-05'-04" W and leaving said right-of-way line a distance of 385.94'; thence N 42deg-55'-27" W a distance of 393.36'; thence N 00deg-26'-40" E a distance of 234.48'; thence N 09deg-15'-56" W a distance of 254.15'; thence N 20deg-26'-21" E a distance of 699.26' to the southeasterly right-of-way line of a 50' Colonial Pipeline right-of-way; thence S 62deg-48'-54" W along said right-of-way line a distance of 497.51'; thence N 00deg-28'-44" E and leaving said right-of-way line a distance of 1960.85' to the **Point of Beginning**. Said parcel contains 20.89 acres, more or less.

**LESS AND EXCEPT** a 50' Colonial Pipeline right-of-way.

Exhibit 'D'

**3.01 ACRES PARCEL:**      TRACT C

A parcel of land situated in the NW 1/4 of Section 19, Township 19 South, Range 2 East and being more particularly described as follows:

Commence at the NW Corner of Section 19, Township 19 South, Range 2 East; thence S 89deg-58'-11" E a distance of 790.83'; thence S 0deg-13'-49" E a distance of 1441.43' to the ***POINT OF BEGINNING***; thence continue along the last described course a distance of 555.00'; thence N 74deg-35'-48" W a distance of 372.62'; thence N 20deg-26'-21" E a distance of 359.87'; thence N 62deg-48'-54" E a distance of 260.06' to the ***Point of Beginning***. Said parcel contains 3.01 acres, more or less.

***LESS AND EXCEPT*** a 50' Colonial Pipeline right-of-way.

BEGINNING  
OF DRIVEWAY

# DRIVEWAY

(LOCATION APPROXIMATE)

END OF DRIVEWAY  
BEGINNING OF DRIVE

# DRIVE

END OF DRIVE

Inst • 1997-12754

04/25/1997-12754  
08:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
021 NCB 59.50

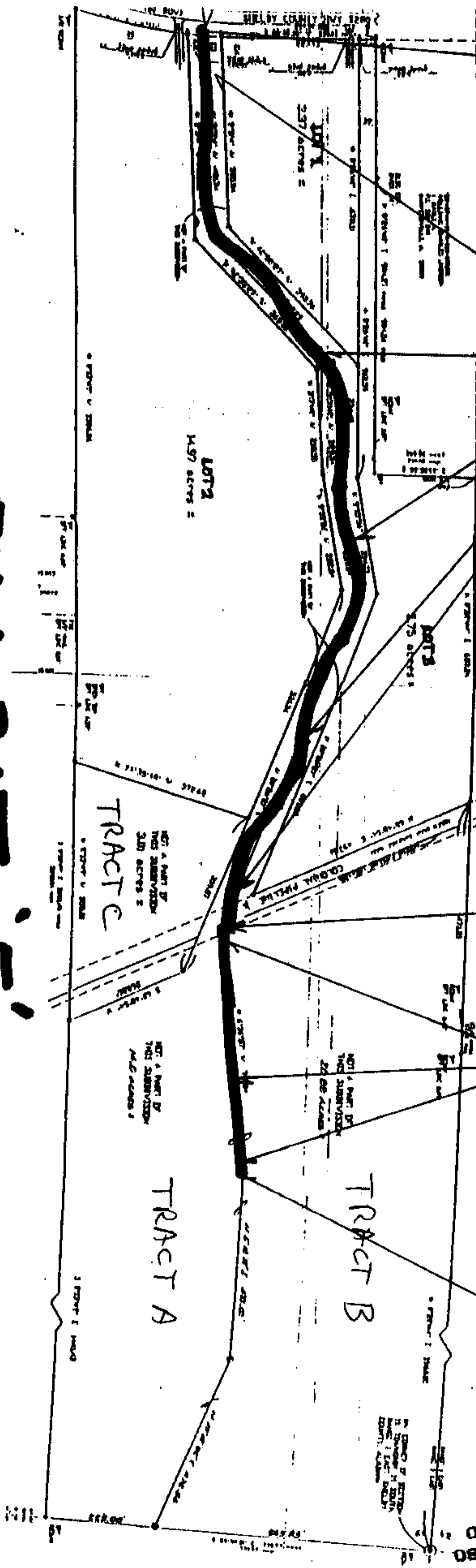


EXHIBIT E