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STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 1997-12927

COVENANT AND AGREEMENT FOR CONSULTING FEES

This Agreement made this 21st day of April, 1997, by and between Steven E. Chambers DBA Chambers Enterprises, Inc. (hereinafter referred to as "Chambers") and Royal Construction Co., Inc., Greg Gilbert and Nathan Gilbert (hereinafter collectively referred to as "the Royal Group").

Whereas, Powhatan Properties, L.L.C. has agreed to sell to Royal Construction Co., Inc., those lands identified on Exhibit A attached hereto (hereinafter collectively referred to as the "Subject Lands"); and,

Whereas, the Royal Group has agreed to pay to Chambers as a consulting fee the sum of \$1,000 per lot sold at the closing of each lot contained in the Subject Lands; and,

Whereas, the parties covenant and agree that Chambers shall be paid \$1,000 consulting fee at the time of sale of each lot from the Subject Lands; and,

Whereas, the parties agree that the obligation to pay said fee shall be a lien and charge against the land recordable as a covenant running with the lands;

Therefore, in consideration of the mutual agreements and promises contained herein:

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SHELBY COUNTY JUDGE OF PROBATE
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1. The Royal Group, for themselves, their successors and their assigns, covenant and agree to pay to Chambers a fee (hereinafter referred to as the "Consulting Fee") of \$1,000.00 at the time of sale of each residential lot of the said Subject Lands.

It shall be determined and noted on each record map of the several lots contained therein which are subject to the lien herein established. All parties agree that Chambers or his assigns shall be a party to each record map and note its concurrence as to those lots which constitute burdened lots hereunder by signature on the record map.

2. The Consulting Fee for each lot shall be due and payable to Chambers at the time of sale of the said residential lot by Royal Group to any other entity. Upon receipt of said sum for each such lot, Chambers shall file a notice of payment and partial satisfaction of the terms and obligations provided for in this Agreement.

3. The terms and conditions of this Agreement shall be covenants running with the lands described in Exhibit A and shall be binding upon the Royal Group and their assignees and successors in interest. Said parties and their assigns and successors covenant and agree to pay the Consulting Fees when due, and, upon failure to do so, shall be liable for the unpaid Consulting Fee, together with interest at the statutory rate, costs and reasonable attorney's fees for collection, all of which shall be a charge and assessment on the land and shall be a continuing lien on the property against which such charge and assessment is made. Each such charge or assessment shall also be the personal obligation of the owners of such property at the time when the charge and assessment became due and continuing thereafter until the charge or assessment, together with all costs and fees, is fully satisfied.

4. Power of Sale. If default in payment of Consulting Fees on burdened lots exists, this Agreement shall be subject to foreclosure and may be foreclosed on burdened lots as now provided

by law in case of past-due mortgages, and WEI shall be authorized, at its option, whether or not possession of the property is taken, to sell the property (or such part or parts thereof as Chambers may from time to time elect to sell) under the power of sale which is hereby given to Chambers, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of Shelby County, after written notice to the record owner at the last known address and by giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the property to be sold, by publication in some newspaper published in Shelby County. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Chambers may bid at any sale held under this Agreement and may purchase the property, or any part thereof, if the highest bidder therefore. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

5. In the event Chambers so elects, and is permitted to do so by law, the lien for Consulting Fees hereunder shall be enforceable in the manner prescribed by statute for enforcement of a lien for municipal assessments or improvements.

6. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter described herein and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by all parties hereto. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama. If any term, covenant or condition of this Agreement or the application thereto to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term,

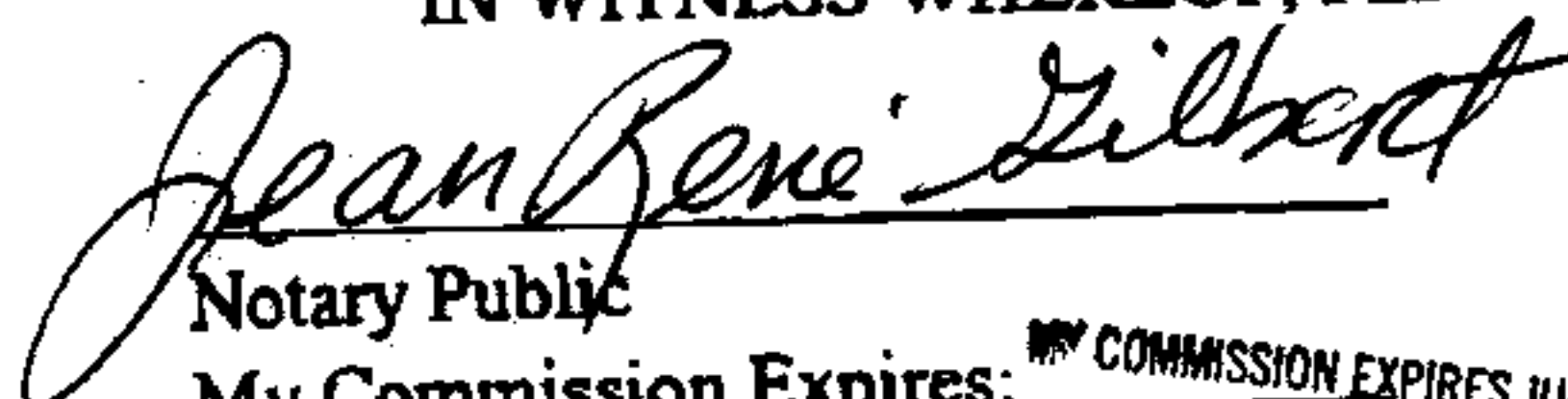
covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


Steven E. Chambers


STATE OF ALABAMA)
)
SHELBY COUNTY)

On this the 21st day of April, 1997, before me, Jean Rene Gilbert, the undersigned officer, personally appeared Steven E. Chambers, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 16, 1999

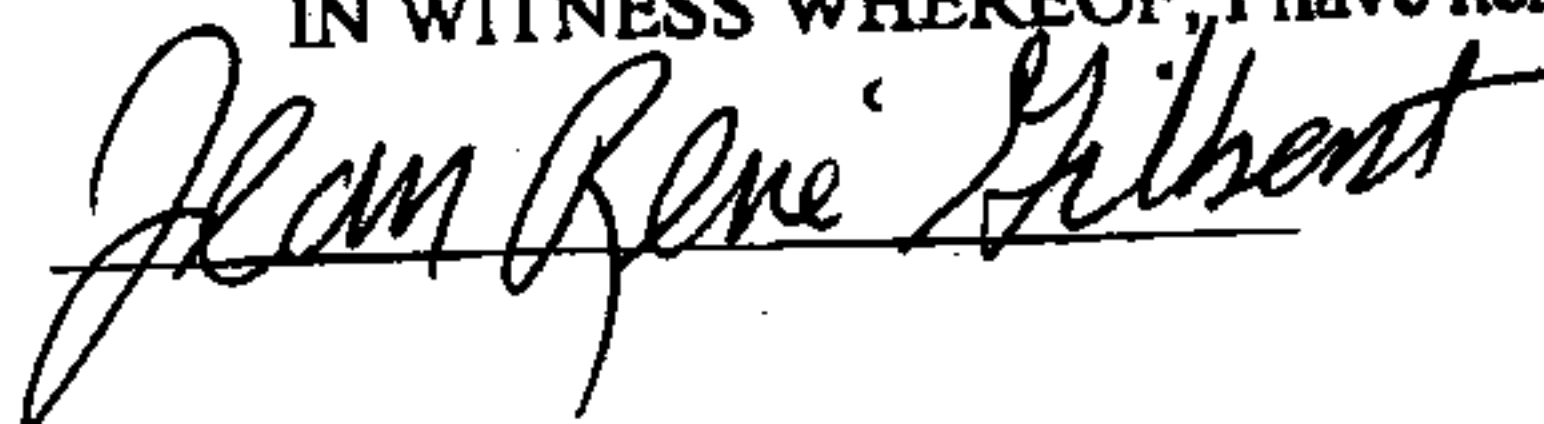
Royal Construction Co., Inc.

BY: 
Its President

STATE OF ALABAMA)
)
Shelby COUNTY)

On this the 21st day of April, 1997, before me, Jean Rene Gilbert, the undersigned officer, personally appeared Greg Gilbert, as President of Royal Construction Co., Inc., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 16, 1999


Greg Gilbert


STATE OF ALABAMA)

Shelby COUNTY)

On this the 2nd day of April, 1997, before me, Jean Rene Gilbert, the undersigned officer, personally appeared Greg Gilbert, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 16, 1999


Nathan Gilbert

STATE OF ALABAMA)

Shelby COUNTY)

On this the 2nd day of April, 1997, before me, Jean Rene Gilbert, the undersigned officer, personally appeared Nathan Gilbert, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

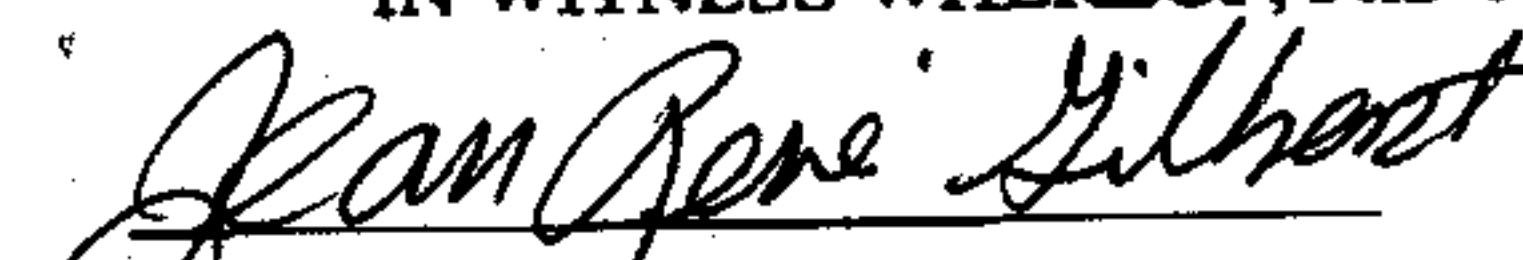

Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 16, 1999

EXHIBIT "A"

Lots 5A through 27, inclusive, Lots 31 through 34, inclusive, Lots 35, 37 through 50, inclusive, according to the Resurvey of Brookline, as recorded in Map Book 10, Page 93, in the Probate Office of Shelby County, Alabama.

Also, that certain 10 foot Vegetation Buffer Zone lying immediately North of said Lots 5 through 7, both inclusive, according to the Survey of Brookline, as the same is recorded in map Book 9, Page 28 and revised in Map Book 10, Page 93, in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.

PHASE I:

A parcel of land situated in the Northwest 1/4 of the Southwest 1/4 of Section 22, and the Northeast 1/4 of the Southeast 1/4 of Section 21, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, and run in a Southerly direction along the West line of said 1/4 Section a distance of 291.05 feet to the point of beginning of the herein described parcel; thence turn a deflection angle of 88 degrees 48 minutes 23 seconds to the left and run in an Easterly direction a distance of 676.87 feet to a point; thence turn an interior angle of 285 degrees 20 minutes 30 seconds and run to the left in a Northwesterly direction a distance of 125.23 feet to a point; thence turn an interior angle of 74 degrees 39 minutes 30 seconds and run to the right in an Easterly direction a distance of 40.15 feet to a point of curvature; thence continue in a Southeasterly direction along the arc of a curve to the right having a central angle of 65 degrees 55 minutes 15 seconds and a radius of 76.10 feet a distance of 20.40 feet to the point of tangency of said curve; thence turn an interior angle of 270 degrees 00 minutes 00 seconds from the tangent to said curve and run to the left in a Northeasterly direction a distance of 169.00 feet to a point; said point also being a point on the Southwesterly right of way of Roy Drive; thence turn an interior angle of 133 degrees 47 minutes 46 seconds and run to the right in a Southeasterly direction along the Sbutheasterly right of way of Roy Drive a distance of 142.98 feet to a point;

thence turn an interior angle of 121 degrees 28 minutes 46 seconds and leaving said right of way run in a Southerly direction a distance of 30.16 feet to a point; thence turn an interior angle of 152 degrees 51 minutes 44 seconds and run to the right in a Southwesterly direction a distance of 201.15 feet to a point; thence turn an interior angle of 188 degrees 135 minutes 41 seconds and run to the left in a Southerly direction a distance of 76.63 feet to a point; thence turn an interior angle of 170 degrees 06 minutes 30 seconds and run to the right in a Southwesterly direction a distance of 107.34 feet to a point; thence turn an interior angle of 54 degrees 44 minutes 00 seconds and run to the right in a Northwesterly direction a distance of 133.16 feet to a point; thence turn an interior angle of 187 degrees 04 minutes 12 seconds and run to the left in a Northwesterly direction a distance of 107.45 feet to a point; thence turn an interior angle of 263 degrees 15 minutes 53 seconds and run to the left in a Southwesterly direction a distance of 135.02 feet to a point; thence turn an interior angle of 144 degrees 00 minutes 42 seconds and run to the right in a Westerly direction a distance of 120.16 feet to a point; thence turn an interior angle of 191 degrees 43 minutes 46 seconds and run to the left in a Southwesterly direction a distance of 142.46 feet to a point; thence turn an interior angle of 180 degrees 31 minutes 15 seconds and run to the left in a Southwesterly direction a distance of 181.57 feet to a point; thence turn an interior angle of 177 degrees 02 minutes 28 seconds and run to the right in a Southwesterly direction a distance of 260.74 feet to a point; thence turn an interior angle of 171 degrees 03 minutes 31 seconds and run to the right in a Westerly direction a distance of 191.46 feet to a point on a curve on the Easterly right of way of Brookline Parkway; thence turn an interior angle of 94 degrees 17 minutes 31 seconds to the tangent of a curve to the left having a central angle of 35 degrees 27 minutes 33 seconds and a radius of 260.00 feet and run in a Northwesterly direction along the arc of said curve and the Easterly right of way of Brookline Parkway a distance of 160.91 feet to the point of tangency of said curve; thence turn an interior angle of 151 degrees 59 minutes 45 seconds from the tangent of the last described curve and run in a Northwesterly direction a distance of 153.23 feet to a point; thence turn an interior angle of 122 degrees 14 minutes 42 seconds and run to the right in a Northeasterly direction a distance of 20.40 feet to a point; thence turn an interior angle of 135 degrees 39 minutes 30 seconds and run to the right in an Easterly direction a distance of 287.15 feet, more or less, to the point of beginning of the herein described parcel; being situated in Shelby County, Alabama.

PHASE II:

Commence at the Northwest corner of the Southwest 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, and run in a Southerly direction along the West line of said 1/4 Section a distance of 596.50 feet to the point of beginning of the herein described parcel; thence turn a deflection angle of 98 degrees 05 minutes 52 seconds to the left and run in a Northeasterly direction a distance of 236.15 feet to a point; thence turn an interior angle of 182 degrees 57 minutes 32 seconds and run to the left in a Northeasterly direction a distance of 181.57 feet to a point; thence turn an interior angle of 179 degrees 28 minutes 45 seconds and run to the right in a Northeasterly direction a distance of 142.4 feet to a point; thence turn an interior angle of 168 degrees 16 minutes 14 seconds and run to the right in an Easterly direction a distance of 120.16 feet to a point; thence turn an interior angle of 215 degrees 59 minutes 18 seconds and run to the left in a Northeasterly direction a distance of 135.02 feet to a point; thence turn an interior angle of 96 degrees 44 minutes 07 seconds and run to the right in a Southeasterly direction a distance of 107.45 feet to a point; thence turn an interior angle of 172 degrees 55 minutes 48 seconds and run to the right in a Southeasterly direction a distance of 63.43 feet to a point; thence turn an interior angle of 108 degrees 55 minutes 49 seconds and run to the right in a Southwesterly direction a distance of 20.35 feet to a point; thence turn an interior angle of 135 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction a distance of 15.68 feet to a point; thence turn an interior angle of 228 degrees 08 minutes 23 seconds and run to the left in a Southeasterly direction a distance of 382.88 feet to a point; thence turn an interior angle of 100 degrees 09 minutes 40 seconds and run to the right in a Southwesterly direction a distance of 60.96 feet to a point; thence turn an interior angle of 154 degrees 50 minutes 20 seconds and run to the right in a Northwesterly direction a distance of 92.95 feet to a point; thence turn an interior angle of 214 degrees 45 minutes 08 seconds and run to the left in a Northwesterly direction a distance of 53.13 feet to a point; thence turn an interior angle of 201 degrees 48 minutes 55 seconds and run to the left in a Southwesterly direction a distance of 693.86 feet to a point on the Easterly right of way of Brookline Parkway; thence turn an interior angle of 84 degrees 02 minutes 31 seconds and run to the right in a Northwesterly direction along the Easterly right of way of Brookline Parkway a distance of 287.13 feet to a point of curvature;

thence continue in a Northwesterly direction along the Easterly right of way of Brookline Parkway and along the arc of a curve to the left having a central angle of 1 degrees 18 minutes 31 seconds and a radius of 260.00 feet, a distance of 5.94 feet to the point of tangency of said curve; thence turn an interior angle of 85 degrees 42 minutes 29 seconds from the tangent to the last described curve and run to the right in an Easterly direction a distance of 191.46 feet to a point; thence turn an interior angle of 188 degrees 56 minutes 29 seconds and run to the left in a Northeasterly direction a distance of 24.59 feet, more or less, to the point of beginning of the herein described parcel; being situated in Shelby County, Alabama.

Minerals and mining rights excepted.

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