

STATE OF ALABAMA)
COUNTY OF SHELBY)

SEND TAX NOTICE TO:

Morningstar United Methodist Church
P.O. Box 419

Inst # 1998-36461
Chelsea, Alabama 35043

09/17/1998-36461

12:58 PM CERTIFIED

STATUTORY WARRANTY DEED JUDGE OF PROBATE
007 CRH 108.50

THIS STATUTORY WARRANTY DEED is executed and delivered on this ___ day of September, 1998 by CHARLES S. GIVIANPOUR, AS TRUSTEE OF THE CSG CONSTRUCTION COMPANY, INC., PROFIT SHARING TRUST ("Grantor") in favor of MORNINGSTAR UNITED METHODIST CHURCH, INC. ("Grantee").

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes due and payable October 1, 1998 and for all subsequent years thereafter.
2. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
3. Unrecorded Transmission Line Permit to Alabama Power Company dated October 5, 1987.
4. Perpetual non-exclusive easement for access, ingress and egress reserved in Warranty Deed recorded as Instrument No. 1994-36503 in the Office of the Judge of Probate of Shelby County, Alabama.
5. The use restrictions and covenants applicable to the Property as set forth below in this Statutory Warranty Deed.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, subject, however, to the Permitted Exceptions.

Notwithstanding anything provided herein to the contrary, the Property is sold, transferred and conveyed by Grantor to Grantee subject to the following use restrictions and covenants:

- (a) The Property shall be used only for religious, church, educational or detached single-family residential purposes and for no other uses or purposes without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion;

Purchase 310,000
Mtg 225,000.00

(b) No improvements of any kind (including, without limitation, site work, grading, excavation or fill work or the clearing or grubbing of trees) shall be commenced on any portion of the Property unless and until all plans and specifications for the exterior appearance of any such improvements, the site development plan and landscaping plan for the Property have been submitted in writing to Grantor and have been approved in writing by the ARC (as defined in Paragraph (e) below), which approval shall not be unreasonably withheld or delayed. Such approval shall be deemed to have been given if written notice of disapproval has not been received by Grantee within 30 days following Grantee's submission of all such plans and specifications to the ARC. Grantor and Grantee hereby agree that any building to be constructed on the Property which is of a traditional design which would blend or be complimentary with a detached single-family residential subdivision and which has an exterior facade of brick, authentic stucco and/or stone and a dimensional (but only to the extent utilized for detached single-family residential dwelling constructed on the Property), steel, aluminum or similar roof shall be approved provided that all plans and specifications required above have been submitted to and approved by the ARC as set forth above;

(c) Grantor owns that certain real property (the "Remaining Property") situated adjacent to or in close proximity with the Property which is more particularly described in Exhibit B attached hereto and incorporated herein by reference. Grantee, by acceptance of this deed, for itself and its successors and assigns, does hereby acknowledge and agree that the Remaining Property may be developed and used by Grantor for mixed uses, including, without limitation, office, retail, warehouse, industrial, commercial, residential (including both single-family and multi-family), religious, church and educational purposes (or any combination of any of the foregoing) and that Grantee, its successors and assigns, shall be deemed to have approved any such uses of the Remaining Property by Grantor; provided, however, that Grantor acknowledges and agrees that no portion of the Remaining Property shall be used for a liquor or package store, convenience store which sells alcoholic beverages, bar, tavern, massage parlor, gambling establishment, adult bookstore, theater or exotic dance business;

(d) A buffer area consisting of a 30-foot natural, undisturbed area (except for hand-clearing) and a 20-foot landscaped area (collectively, the "Buffer Area") shall be established and maintained at all times along the perimeter boundary of the Property; provided, however, that (i) with respect to the westernmost portion of the Property which is approximately 100 feet in width and lies approximately 480 feet from Shelby County, Alabama Highway 11, the Buffer Area within such portion of the Property shall be limited to a 20-foot combined natural undisturbed area (except for hand-clearing) and landscaped area on one side of that 100 foot strip of the Property and a 30-foot combined natural, undisturbed area (except for hand-clearing) and landscaping area on the other side of said 100-foot strip of the Property; (ii) no Buffer Area shall be required across any portion of the Property which is utilized for vehicular access purposes; and (iii) no Buffer Area shall be required along the easternside of the Property;

(e) Grantor and Grantee agree to fully cooperate with each other and adopt and execute written protective covenants (the "Covenants") covering the Property and the Remaining Property. Such Covenants shall (i) contain provisions for the formation of an Architectural Review Committee ("ARC") consisting of two (2) members appointed by Grantor and one (1) member appointed by Grantee, which ARC, by majority vote, will have authority to review and approve all plans and specifications for any improvements contemplated to be made to the Property and the Remaining Property (including approval of those plans and specifications for the Property as required by the provisions of paragraph (b) above), (ii) contain provisions regarding the general maintenance and upkeep of the Property and the Remaining Property, (iii) establish common assessments to be paid for any common areas, common facilities or common improvements, including, without limitation, entrance landscaping and lighting for any roadways constructed on or within

the Remaining Property; provided, however, that the maximum annual common assessment payable with respect to the Property shall in no event exceed \$500 per calendar year, which amount will be subject to annual increase beginning January 1, 2000 based on increases in the September 1998 Consumer Price Index, All Items, All Urban Consumers (1982-1984 = 100), (iv) contain provisions for the establishment of a property owners' association to be comprised of the owners of the Property and the Remaining Property and (v) provide that for so long as Grantor owns any of the Remaining Property, Grantor shall have the right, from time to time and at any time, without the consent or approval of Grantee, to modify the Covenants with respect to any of the Remaining Property then owned by Grantor; provided, however, that the Covenants shall not:

(1) Require Purchaser to commence construction of improvements by any certain time or within any period but may require completion of construction of any improvements on the Property within 24 months from the date of commencement of construction thereof; or

(2) Alter the use or building covenants applicable to the Property or the Remaining Property (as provided in paragraphs (a) through (d) above).

Grantor shall be solely responsible for all costs and expenses related to the preparation and recording of the Covenants. Notwithstanding anything provided herein to the contrary, after submission of the Covenants to and consultation with Grantee regarding the same, Grantee and any mortgagee (by acceptance of a mortgage on the Property) shall be deemed to and each hereby does, irrevocably appoint Grantor as its respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording the Covenants in the name, place and stead of Grantee and any such mortgagee. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the death or dissolution of Grantee (and any mortgagee of Grantee) and shall be binding on Grantee (and any mortgagee of Grantee) and their respective successors and assigns and any other person having any interest in the Property. Notwithstanding anything provided herein to the contrary, the power of attorney granted herein shall automatically expire, be deemed null and void and of no further force and effect ninety (90) days from the date hereof.

(f) Grantee, by acceptance of this deed, acknowledge, covenant and agree for itself and its successors and assigns, that:

(i) Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantees, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property, including, without limitation, the zoning of the Property and utility availability for the Property;

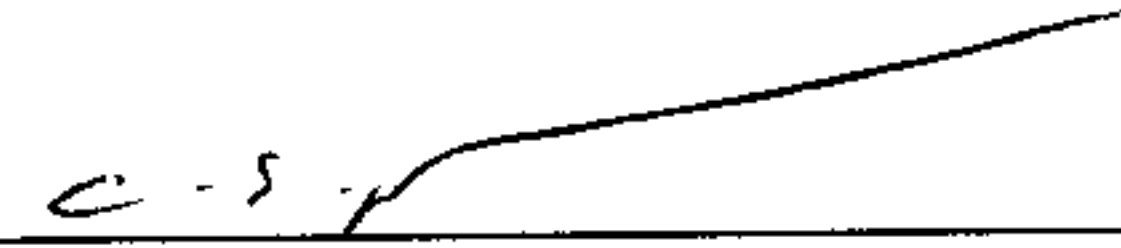
(ii) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;

(iii) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof or the date of closing have been located in, on, under, upon or adjacent to the Property; and

(iv) Grantee does hereby irrevocably and unconditionally waive, release and forever discharge Grantor, its agents, employees, officers, directors, shareholders, mortgagees, successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, covenants, suits, obligations, controversies, accounts, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

The terms and provisions of Paragraphs (a) through (f) above shall constitute covenants running with the land which shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the day and year first above written.



CHARLES S. GIVIANPOUR, AS TRUSTEE
OF THE CSG CONSTRUCTION COMPANY,
INC., PROFIT SHARING TRUST

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles S. Givianpour, whose name as Trustee of THE CSG CONSTRUCTION COMPANY, INC. PROFIT SHARING TRUST, 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 Trustee and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of September 1998.

Catherine M. Mullen
Notary Public

[NOTARIAL SEAL]

My commission expires: 11-2-98

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

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203
(205) 521-8429

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ both in Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 31, run in a southerly direction along the east line of said section for a distance of 1318.97 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the right of 54 degrees 51 minutes 55 seconds and run in a southwesterly direction for a distance of 511.71 feet to an existing iron rebar; then turn an angle to the right of 117 degrees 44 minutes 18 seconds and run in a northerly direction for a distance of 852.21 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of 116 degrees 27 minutes 06 seconds and run in a southwesterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 116 degrees 27 minutes 06 seconds and run in a northerly direction for a distance of 111.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 63 degrees 32 minutes 54 seconds and run in a northeasterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a westerly direction and having a central angle of 17 degrees 30 minutes 31 seconds and a radius of 657.59 feet; thence turn an angle to the left (76 degrees 53 minutes 06 seconds to the chord of said curve) and run in a northerly and northwesterly direction along the arc of said curve for a distance of 200.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (76 degrees 53 minutes 06 seconds from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 666.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 56 degrees 09 minutes 07 seconds and run in a northerly direction for a distance of 361.22 feet, more or less, to an existing iron rebar set by Laurence D. Weygand being on the south right-of-way line of Shelby County Highway #11; thence turn an angle to the right of 56 degrees 09 minutes 07 seconds and run in a northeasterly direction along the south right-of-way line of said Shelby County Highway #11 for a distance of 72.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 degrees 50 minutes 53 seconds and run in a southerly direction along the east line of said Section 31 for a distance of 302.25 feet, more or less, to the point of beginning.

According to the survey of Laurence D. Weygand dated August 20, 1998.

EXHIBIT B

LEGAL DESCRIPTION OF REMAINING PROPERTY

All of that certain real property owned by Grantor situated in Township 19 South, Range 1 West, in Shelby County, Alabama, described as follows:

- (a) that part of the Southeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11;
- (b) the Northeast Quarter of the Southeast Quarter of Section 31;
- (c) that part of the Northeast Quarter of the Northeast Quarter of Section 31, lying south of Shelby County Highway 11.

LESS AND EXCEPT, HOWEVER, THE FOLLOWING DESCRIBED REAL PROPERTY:

Part of the East ½ of the NE ¼ and part of the NE ¼ of the SE ¼ both in Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of the SE ¼ of the NE ¼ of said Section 31, run in a southerly direction along the east line of said section for a distance of 1318.97 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the right of 54 degrees 51 minutes 55 seconds and run in a southwesterly direction for a distance of 511.71 feet to an existing iron rebar; then turn an angle to the right of 117 degrees 44 minutes 18 seconds and run in a northerly direction for a distance of 852.21 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of 116 degrees 27 minutes 06 seconds and run in a southwesterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 116 degrees 27 minutes 06 seconds and run in a northerly direction for a distance of 111.69 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 63 degrees 32 minutes 54 seconds and run in a northeasterly direction for a distance of 223.39 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a westerly direction and having a central angle of 17 degrees 30 minutes 31 seconds and a radius of 657.59 feet; thence turn an angle to the left (76 degrees 53 minutes 06 seconds to the chord of said curve) and run in a northerly and northwesterly direction along the arc of said curve for a distance of 200.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (76 degrees 53 minutes 06 seconds from the chord of last mentioned curve) and run in a northeasterly direction for a distance of 666.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 56 degrees 09 minutes 07 seconds and run in a northerly direction for a distance of 361.22 feet, more or less, to an existing iron rebar set by Laurence D. Weygand being on the south right-of-way line of Shelby County Highway #11; thence turn an angle to the right of 56 degrees 09 minutes 07 seconds and run in a northeasterly direction along the south right-of-way line of said Shelby County Highway #11 for a distance of 72.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 123 degrees 50 minutes 53 seconds and run in a southerly direction along the east line of said Section 31 for a distance of 302.25 feet, more or less, to the point of beginning.

According to the survey of Laurence D. Weygand dated August 20, 1998.

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