

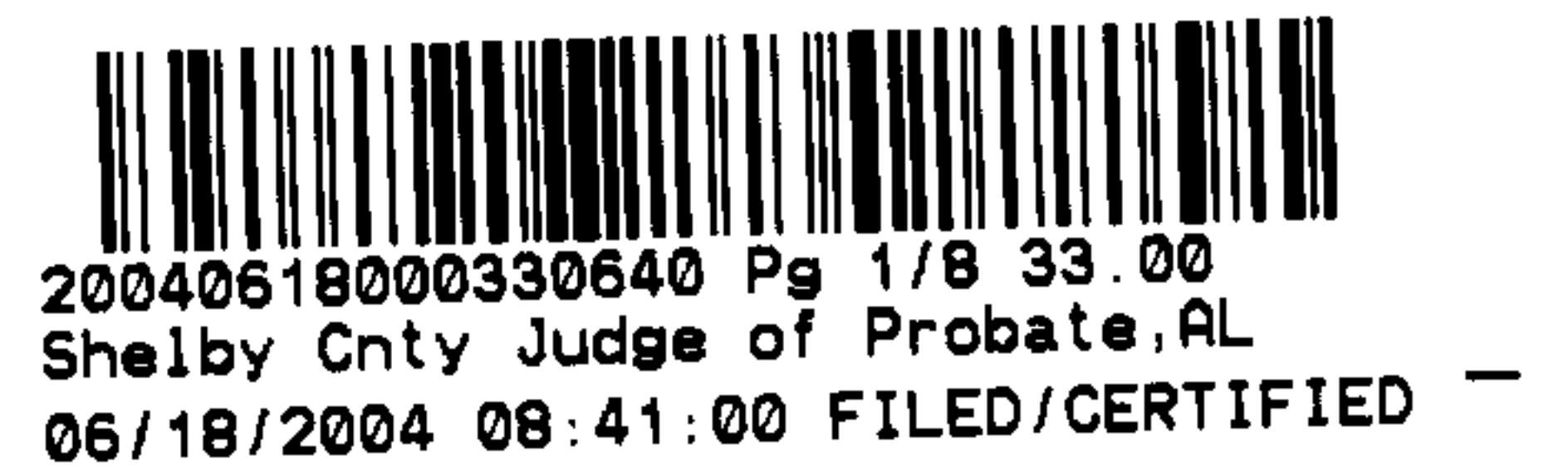
THIS INSTRUMENT PREPARED BY:

James E. Roberts  
P. O. Box 430224  
Birmingham, Alabama 35243

Send Tax Notice To:

The Church at Shelby Crossings  
P.O. Box 459  
Pelham, AL 35124

WARRANTY DEED (Without Survivorship)



STATE OF ALABAMA )  
SHELBY COUNTY )      **KNOWN ALL MEN BY THESE PRESENTS:**

That in consideration of Four Hundred Thirty-five Thousand Six Hundred and N0/100 Dollars (\$435,600.00), and other good and valuable consideration to the undersigned Grantors, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we,

**I-65 Investment Properties, an Alabama general partnership,**

(herein referred to as Grantor), grant, bargain, sell and convey unto,

**The Church at Shelby Crossings, an Alabama non-profit corporation,**

(herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

See Legal Attached as Exhibit A.


SUBJECT TO:

1. Right-of-way granted the City of Calera recorded in Inst. No. 1998-21395 and Inst. No. 1998-21396.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
3. Restrictive covenants attached as Exhibit B.
4. Any and all easements and restrictions of record.

TO HAVE AND TO HOLD to the said Grantee, its heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, its heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, its heirs and assigns forever, against the lawful claims of all persons.


IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this the 1<sup>st</sup> day of June, 2004.

  
James E. Roberts, as managing partner  
of I-65 Investment Properties, an  
Alabama general partnership

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that James E. Roberts whose name is signed to the foregoing instrument as Managing Partner of I-65 Investment Properties and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of June, 2004.

  
Notary Public

[SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA  
MY COMMISSION EXPIRES ON 06/18/2008  
BOB EVANS, Notary Public, No. 111111

## **EXHIBIT A**

A parcel of land located in the West half of Section 32, Township 21 South, Range 2 West, City of Calera, Shelby County, Alabama, being bounded on the East by the West right of way line of George Roy Parkway, and on the West by Shelby County Road No. 12. Being more particularly described as follows:

Commence at the Northeast Corner of Lot 1B of Millennium Park as recorded in Map Book 27, Page 125 in the Probate Office of Shelby County, Alabama; thence run Southerly along the East line of Lot 1B, a distance of 185.00 feet to the Southeast corner of Lot 1B, being along the West right of way line of George Roy Parkway; thence continue Southeasterly along said right of way line 677.65 feet to the point of beginning; thence continue Southeasterly along said right of way line 389.23 feet; thence right 90 degrees, 00 minutes, 00 seconds Southwesterly 1094.90 feet; thence right 34 degrees, 29 minutes, 17 seconds Westerly 145.59 feet to a concrete monument found on the Easterly right of way line of Shelby County Road No. 12; thence right 90 degrees, 00 minutes, 00 seconds Northerly along said right of way line 372.21; thence right 55 degrees, 30 minutes, 43 seconds Northeasterly a distance of 1004.14 feet to the point of beginning.



## Exhibit B

### RESTRICTIVE COVENANTS IN MILLENNIUM PARK, ROY PARKWAY SHELBY COUNTY, ALABAMA OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65 Investment Properties, an Alabama general partnership for the purpose of maintaining an attractive commercial and light industrial subdivision. To the extent possible, I-65 Investment Properties and will attempt to uniformly administer these restrictions and will give full credence to any owner's request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be made initially by the I-65 Investment Properties. Upon the project's completion (seventy-five percent of the land sold) I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the subdivision who actually conduct business in the subdivision. These individuals or company may from time to time make such changes as they deem necessary and appropriate for the best interest of all property owners.

This Covenants, Conditions and Restrictions Agreement (hereinafter sometimes referred to as the "Agreement") are made and entered into as of the 1<sup>st</sup> day of June, 2004 by and between I-65 Investment Properties, an Alabama general partnership, and (hereinafter referred to as "Declarant") and The Church at Shelby Crossing (hereinafter referred to as "Purchasers").

#### WITNESSETH

WHEREAS, Declarants are the owners of certain real property described on Exhibit A, attached hereto and made a part hereof (which property is hereinafter referred to as the "Declarants' Property");

WHEREAS, Purchasers have contracted to purchase from Declarants a parcel of real estate described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, by reason of the proximity of the Declarants' property and the Purchasers' property, both parties have a substantial interest in the development and maintenance of both Properties.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

#### 1. GENERAL

##### 1.1 Compliance with Law.

In the completion of any improvements on the Declarants' Property and/or the Purchasers' Property, including, without limitation, any signage, the parties agree, at their own respective expense, to procure and comply with all applicable laws, permits, approvals, ordinances,



rules and regulations of various governmental and quasi-governmental agencies and authorities having jurisdiction over the said properties.

**2. USE**

**2.1 Use Restrictions.**

The following uses shall not be permitted on either property contemplated herein:

- (A) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building located thereon;
- (B) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (C) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- (D) Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts;
- (E) Any establishment selling or exhibiting pornographic material or drug-related paraphernalia;
- (F) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, or the sale of tickets for a governmentally operated lottery, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Occupant.
- (G) There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles or trucks associated with a business.
- (H) No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.
- (I) No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by Declarants or their successors, the architectural committee.
- (J) No well, of any kind, shall be drilled on the site.

**2.2 Other Restrictions.**

- (A) All buildings shall be maintained in a neat and attractive manner, for example,



concrete or masonry block buildings shall be painted and kept in good condition.

- (B) The setback line for construction of buildings shall be fifty (50) feet from the George Roy Parkway with the fenced area not to extend into the setback area.
- (C) Declarants or their successors, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.
- (D) Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.
- (E) The buildings shall be a minimum of 5,000 square feet and shall be of good quality construction. If a metal building is constructed, it shall be of good quality and appearance and shall be located on the property in such a manner as to be away from the Roy Parkway as far as possible to be out of view.

## **6. MAINTENANCE.**

### **3.1 Garbage, Trash and Refuse.**

No refuse, garbage, trash, lumber or metal (except building materials during the course of construction of any improvements); and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any tract except within an enclosed structure or container appropriately screened from view in a reasonably acceptable manner, except that any refuse container containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup.

### **3.2 Maintenance of Property.**

The parties, their successors and assigns, agree to maintain or cause to be maintained their respective properties and all improvements located thereon, including the exterior of any building or buildings, pedestrian walks, parking areas, landscaped areas and improvements, in a clean, sightly, and safe condition and further that it will at all times and from time to time cause the prompt removal of all papers, debris, refuse, snow and ice, and that it will sweep paved areas when and as required in order that the Declarants' Property and the Purchasers' Property be maintained as above provided. All grounds shall be maintained in a safe, clean and neat condition free of rubbish and weeds. Lawns shall be kept in a mowed condition. Drainage systems shall be kept clear and free of any obstacles. Parking areas, lighting and signage shall be kept clean and in good repair. To the extent reasonably possible, all plantings shall be maintained in a healthy condition, and fertilization, weeding and pruning of them shall be carried out on a regular basis. Dead or dying plants shall be removed as quickly as possible, and, subject, to seasonal limitations, replaced as quickly as possible. Irrigation systems shall be kept in proper working condition, with adjustment, repair and cleaning being done on a regular basis. All parking lots shall be curbed and paved and irrigation/sprinkler systems shall be installed and maintained.



If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **5.4 Notices.**

All notices, waivers, statements, demands, approvals or other communications (all of the same being referred to herein as "Notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as provided herein, and will be delivered in person, or by certified or registered mail, postage prepaid, or by any nationwide courier service, charges prepaid. The Notice shall be effective upon receipt.

The address of the parties to which such Notices are to be sent and the persons to whose attention said Notices are to be addressed will be those as provided herein, and until further notice are as follows:

The Church at Shelby Crossing:	P.O. Box 459 Pelham, AL 35124
I-65 Investment Properties:	P.O. Box 430224 Birmingham, AL 35243

A party may change the notice address by written notice to the other party.

#### **5.5 Liability.**

The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance to a third party, the Declarants or the Purchasers, as the case may be, shall be forever released of any of its obligations hereunder and such obligations of Declarants or the Purchasers, as the case may be, shall be enforceable only against the Declarants' Property and the Purchasers' Property, as the case may be, and the party acquiring title thereto, its successor and assigns.

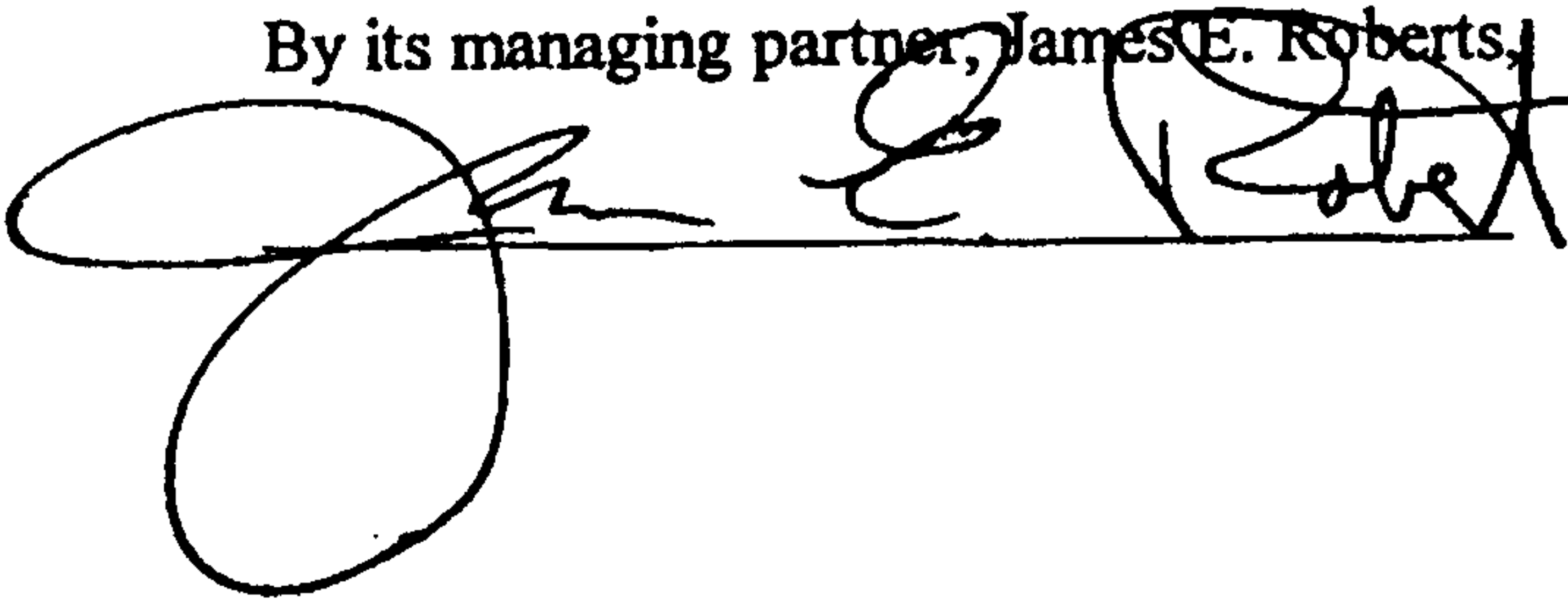
#### **5.6 Term.**

These covenants shall run with the land and each owner agrees and acknowledges that they have been furnished a copy of such restrictions and that they will abide by same. Likewise, the owner shall advise his or her assigns of such covenants and upon a sale require such assignee to agree

to be bound by such covenants. In the event an owner fails to abide by the covenants, he or she shall be liable for such actions as may be brought by the remaining property owners and/or Declarants as a result of a breach of these covenants. In such event, the owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

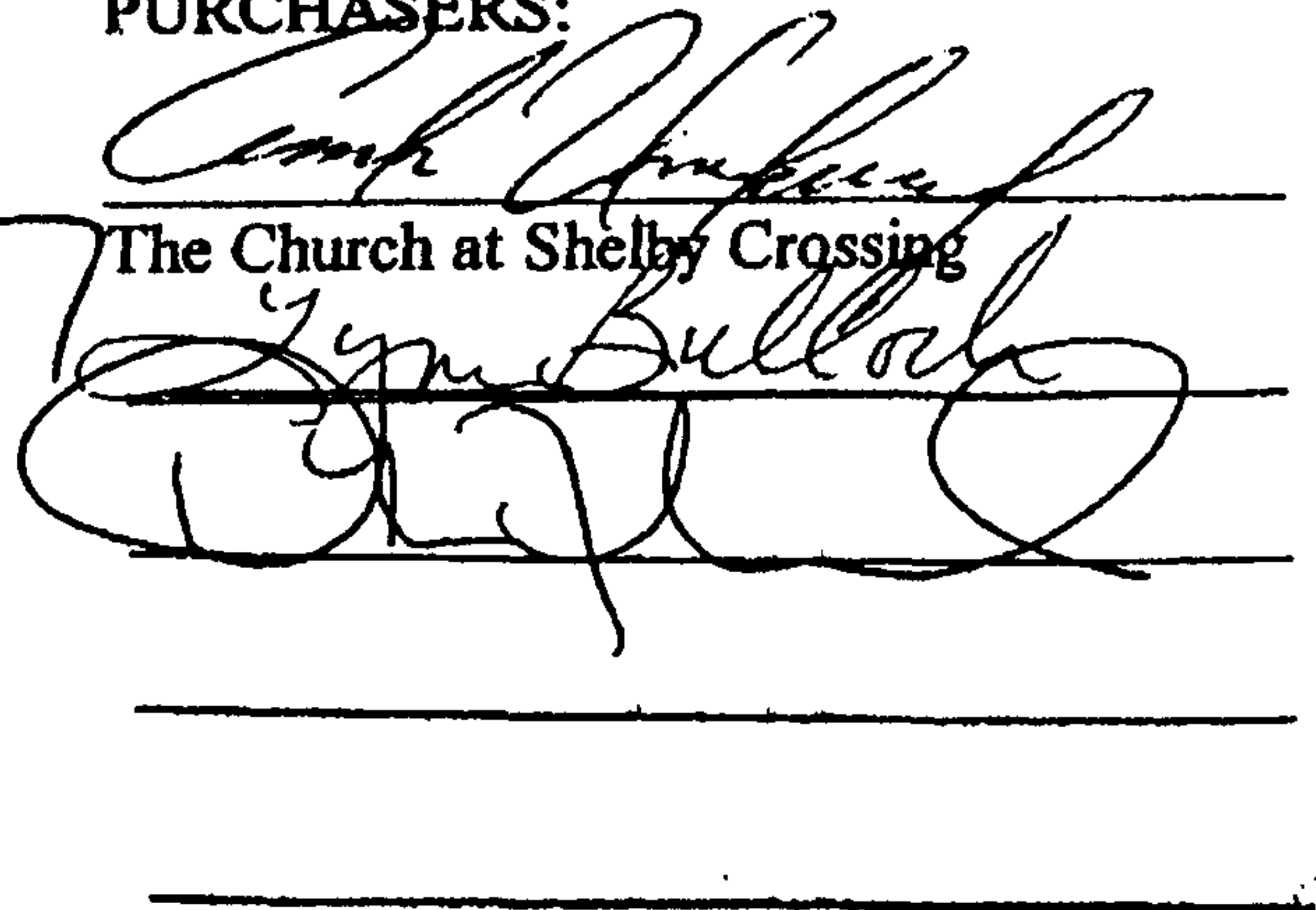
**I-65 INVESTMENT PROPERTIES:**

By its managing partner, James E. Roberts,

A large, stylized handwritten signature in black ink, appearing to read "James E. Roberts", is written over a horizontal line.

**PURCHASERS:**

The Church at Shelby Crossing

A large, stylized handwritten signature in black ink, appearing to read "Lynne Bullock", is written over a horizontal line. Below this line are two additional empty horizontal lines.

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