

STATE OF ALABAMA

COUNTY OF SHELBY

Grantees Address:

Cherie B. Miner
3929 Rock Ridge Road
Birmingham, AL 35210


C O R R E C T I V E
Statutory Warranty Deed

KNOW ALL MEN BY THESE PRESENTS

20041103000606640 Pg 1/2 172.00
Shelby Cnty Judge of Probate, AL
11/03/2004 13:30:00 FILED/CERTIFIED

That for and in consideration of One Hundred Fifty Seven Thousand Eight Hundred Seventy Eight and 50/100 (\$157,878.50) Dollars to the undersigned Grantor, Southern Land Partners, LLC, a limited liability company in hand paid by Cherie B. Miner, a single individual the receipt whereof is acknowledged, the said Southern Land Partners, LLC, a limited liability company do/does grant, bargain, sell and convey unto the said Cherie B. Miner, a single individual the following described real estate, to-wit:

see attached legal description Exhibit "A"


20050223000086110 Pg 1/3 18.00
Shelby Cnty Judge of Probate, AL
02/23/2005 10:31:00 FILED/CERTIFIED

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

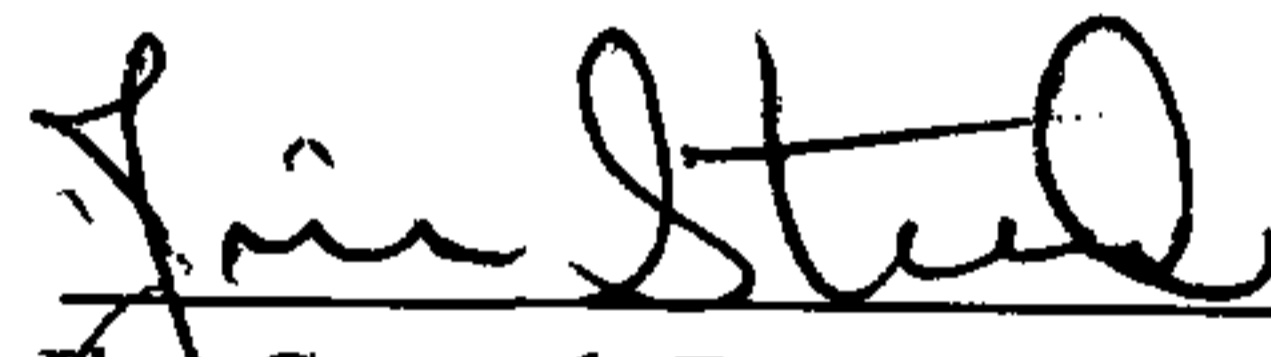
This warranty deed is executed as required by the Articles of Organization and Operating Agreement and the same Articles of Organization and Operating Agreement have not been modified or amended.

THIS DEED IS BEING RE-RECORDED TO INCORPORATE THE BUILDING AND USE RESTRICTIONS AS ATTACHED AS IF IN THE FIRST RECORDING.

To have and to hold the said above described property unto the said party of the second part, together with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in anywise appertaining and unto his heirs and assigns forever.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand(s) and seal this 2nd day of November, 2004.

Southern Land Partners, LLC



Jim Stroud, Partner

State of Alabama)
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jim Stroud, whose name as Partner of the Southern Land Partners, LLC, a limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such partner and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 2ND DAY OF NOVEMBER, 2004.

My Commission Expires:

3/5/07



Notary Public

COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2007

C. Mason

Parcel I

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East. Being more particularly described as follows:

Begin at the NE corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East; thence run S 85 deg. 55 min. 35 sec. E a distance of 832.75 feet to a found steel property corner and the point of beginning of the property being described; thence run along said course a distance of 476.76 feet to a found steel course; thence run S 02 deg. 26 min. 23 sec. W a distance of 1325.15 feet to a found steel corner; thence run N 48 deg. 05 min. 52 sec. W a distance of 1697.85 feet to a point in the centerline of a 60 foot private road easement; thence run N 75 deg. 09 min. 08 sec. E for a distance of 873.71 to the point of beginning.

Together with

Parcel II

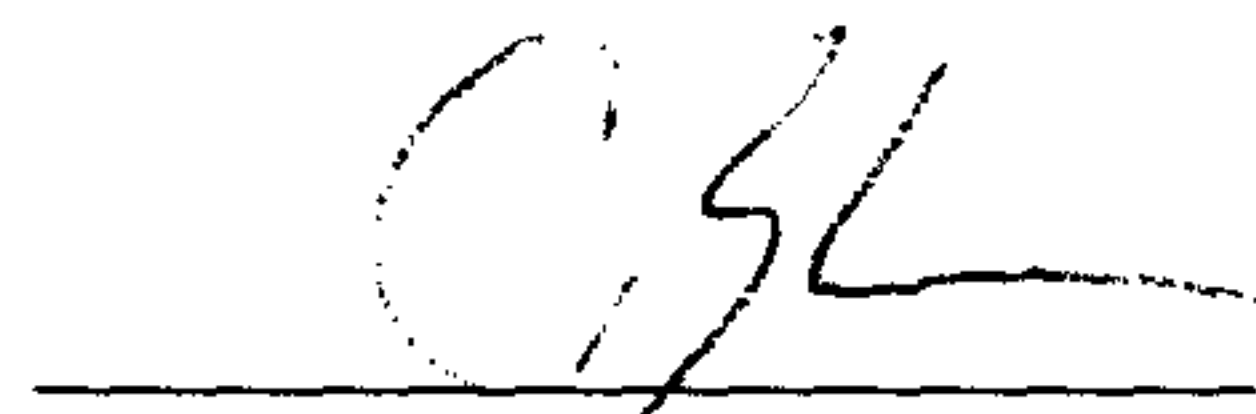
A non-exclusive sixty foot wide private access easement the centerline of which is described as follows: Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 85 deg. 55 min. 35 sec. West along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 476.76 feet to a point; thence run South 75 deg. 09 min. 08 sec. West a distance of 873.71 feet to a point in the centerline of a sixty foot wide access easement and the point of beginning on the centerline of the easement being described; thence run South 70 deg. 31 min. 14 sec. West 636.77 feet to a point; thence run South 70 deg. 20 min. 55 sec. West 427.02 feet to a point; thence run South 63 deg. 34 min. 43 sec. West 976.73 feet to the P.C. of a curve to the left having a central angle of 23 deg. 53 min. 11 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 72.96 feet to the P.T. of said curve; thence run South 39 deg. 41 min. 32 sec. West 320.28 feet to the P.C. of a curve to the right having a central angle of 34 deg. 19 min. 29 sec. and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 104.84 feet to the P.T. of said curve; thence run South 74 deg. 01 min. 01 sec. West 706.79 feet to the P.C. of a curve to the left having a central angle of 48 deg. 59 min. 37 sec. and a radius of 200.00 feet; thence run along the arc of said curve an arc distance of 171.02 feet to the P.T. of said curve; thence run South 25 deg. 01 min. 24 sec. West a distance of 213.53 feet to the centerline of Alabama Highway No. 25 and the end of required easement. Less and except any part of Highway 25 right of way that lies within this description.

All being situated in Shelby County, Alabama.

Building and Use Restrictions

- Rights of others in and to the sixty (60) foot wide access easement, together with the responsibility for 1/11th of the cost of maintenance of said easement.
- The parcel may not be subdivided.
- There may be only one dwelling constructed on this parcel and it can be constructed no closer than 100 feet to the closest boundary line of the sixty (60) foot wide access easement.
- No structure may be construction closer than 100 feet to any property boundary line.
- Minimum square footage of a home is to be 2500 square feet of heated and cooled area on the ground or first floor.
- Exterior finishes of all structures are to blend with the natural surroundings and be similar to that used for the primary dwelling.
- No metal buildings of any type will be permitted.
- Metal roofs will be permitted only as long as color and style blend with the natural surroundings.
- No mobile or modular homes of any type will be permitted.
- Fencing along the access easement may be only wood, plastic or similar material, but in no event may wire be employed.
- Business activity is limited to an in-house activity with no more that three (3) employees.
- No commercial greenhouses will be permitted and those for personal use must be constructed in a location and setting so as not to be directly visible form the access easement.
- Horses and/or cattle will be permitted, but can not exceed a combined total of ten (10) head on this parcel.

The building and use restrictions shall constitute covenants running with the land.



Initial