20050627000315920 1/12 \$47.00 Shelby Cnty Judge of Probate, AL 06/27/2005 08:52:12AM FILED/CERT

### STATE OF ALABAMA) COUNTY OF SHELBY)

# FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS OF AUTUMN CREST ESTATES

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, J. Anthony Joseph, a married man, CALARONAN DEVELOPMENT CORP., an Alabama Corporation, AUTUMN LAKES, LLC, an Alabama Limited Liability Company, A. H. Averyt and wife, Sharon W. Averyt, and Nathan F. Powell and wife, Tammy Powell, (Hereinafter referred to as "Owners") being all of the owners of the property in Autumn Crest Estate, which is more particularly described by metes and bounds legal descriptions attached hereto and made a part hereof as Exhibit "A".

Whereas, the undersigned Owners previously subjected the property to the Declaration of Protective Covenants for Autumn Crest Estates as recorded in Instrument #20020812000378520, in the Probate Office of Shelby County, Alabama (Hereinafter referred to as the "Original Covenants").

Now, Therefore, the undersigned Owners are desirous of amending and modifying the Original Covenants and do hereby adopt the following amendments to the Declaration of Protective Covenants of Autumn Crest Estates.

Pursuant to Article XII, paragraph V, the Owners hereby modify and amend the Declaration of Protective Covenants of Autumn Crest Estates as follows:

Article VIII of the Autumn Crest Owners Association is hereby amended to add the following:

- 1. Paragraph A is amended to add, The Owners hereby adopt and ratify the formation of the Autumn Crest Owners Association, Inc., an Alabama Non-Profit Corporation (hereinafter the "Association").
- 2. Paragraph D is added to this Article VIII to read as follows: The Association shall administer the collection of assessments. The property described on Exhibit "A" shall be known as Lots 1-4 and shall be referred to hereinafter as Autumn Crest. The property described in Exhibit "A" shall be known as Lots 5-8 shall be referred to as Autumn Ridge. The property on Exhibits "A" shall be and are made subject to the Declaration of Protective Covenants as recorded in Instrument #20020812000378520, as recorded in the Probate Office of Shelby County, Alabama and the terms and conditions of this amendment.

The Autumn Crest Lots number 1-4 and the Autumn Ridge Lots 5-8 shall be subject to separate assessments for the expenses of maintaining each of the respective entrance roads, gates, lighting, landscaping, waterfalls or other amenities and shall not pay any assessments for maintaining the other sectors entrance roads, gates, etc. The Association shall maintain two separate bank accounts for depositing assessments and paying expenses therefrom.

Article VI of the Declaration of Protective Covenants of Autumn Crest Estates entitled entrances is hereby amended to include an entrance to Autumn Ridge to read:

B. Entrance maintenance, landscaping, gate, monument sign, etc., to be located at the entrance to Autumn Ridge, which shall serve Lots 5-8, which shall be deemed as Common Areas. The Developer will pay it prorata share of the above costs until all Autumn Ridge lots are sold for each respective entrance. The Autumn Ridge Lot Owners shall bear their prorata share of expenses for maintenance of the entrance that serves their respective lot. The Lot Owners of Autumn Crest Lots 1-4 shall not share in the maintenance expenses to Autumn Ridge Lots 5-8 and vice versa.

Article VII of the Declaration of Protective Covenants of Autumn Crest Estates entitled Roads and Driveways is hereby amended to include the following:

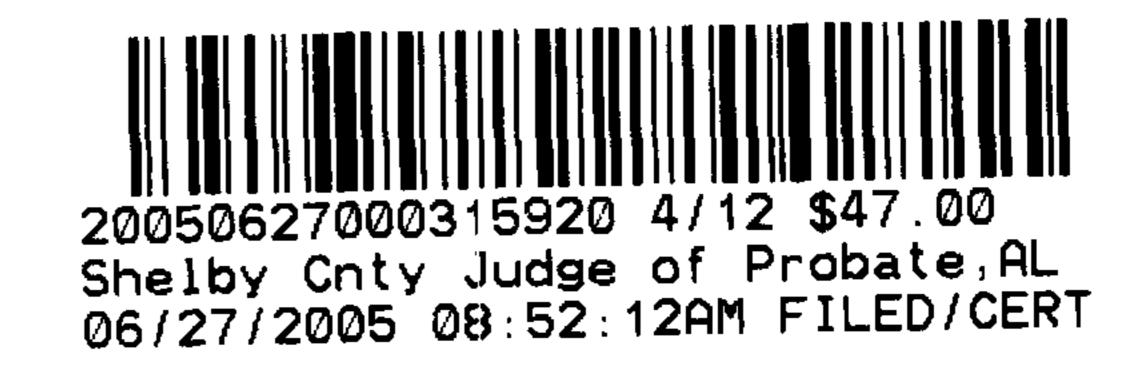
- A. Roads in Autumn Crest (Lots 1-4) and Autumn Ridge (Lots 5-8) are private roads.
- D (1) The cost of maintenance of the entrance road and of that portion of Developer installed roadways, shall be shared prorata between the Developer and the Autumn Ridge Lot Owners until such time as the Developer owns no Autumn Ridge lots. Once the final coating has been applied, the cost of road maintenance will be the responsibility of lot owners serviced by each respective entrance road and such cost of such maintenance shall be shared equally.
- E) The Developer, for itself, its successors and assigns, reserves the right to use either entrance road for further development, ingress, egress and utilities.

IN WITNESS WHI	EREOF, the unders	signed have hereunto set his/her/its signature(s) v of December 2004.	
and seal(s) this the _	day	y of <u>December</u> , 2004.	•
		Halle Me	
		J. Anthony Joseph	
		CALARONAN DEVELOPMENT CORP.	
		By: Alanber Sant	
		J. Anthony Joseph, President	
		AUTUMN LAKES, L.L.C.	
		By Its member, R & R, L.L.C.	
		Build March	The same of the sa
		James M. Ray, Member	
		1 Factor	
		Nathan F. Powell	
		Tammy Powell	
		ags arm	
		A.H. Averyt	
		Shaw W. Astry	•
		Sharon W. Averyt	
		Jan Stern	•
		David Downard	
		James Tomal	

COUNTY OF Jeffern	
COOMICALENT TEACH	
	y Public, in and for said County and State,
	e name is signed to the foregoing conveyance
	ore me on this day that, being informed of the
contents of the conveyance, he, executed the	e same voluntarily on the day the same bears
date.	, -74
Given under my hand and seal this the	ne <u>day</u> of
<u>Decense</u> , 2004.	
	AIOTADI IC
	MOTARY PUBLIC
	My commission expires: ( )
STATE OF Alabana	
COUNTY OF Jefelian	
	er Dublic in and for said County and State
	ry Public, in and for said County and State,
hereby certify that J. Anthony Joseph, whos	
	signed to the foregoing conveyance and who
of the conveyance, he, as such officer and w	n this day that, being informed of the contents
voluntarily for and as the act of said corpora Given under my hand and seal this t	ha 174
1)	Tray 01
1)ecense, 2004.	
	WOTARY PUBLIC
	My commission expires:
STATE OF Alabama	
COUNTY OF Jeffers	
	ry Public, in and for said County and State,
hereby certify that James M. Ray, whose na	ry Public, in and for said County and State, me as Member of R & R, L.L.C., an Alabama
	me as Member of R & R, L.L.C., an Alabama
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NOTARY PUBLIC

My commission expires:



STATE OF Colors	
COUNTY OF Skilling }	
I, the undersigned authority, A Notary Public, in and for said County and State,	
hereby certify that Tammy Powell, whose name 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, she, executed the same voluntarily on the day the same bears	
date.	
Given under my hand and seal this the day of	
french, 2004.	
1 Illentymalle	
My Commission Expires 01-10-2006NOTARY PUBLIC	
My commission expires 1006	
MA Counties Sign Counties and C	
STATE OF Clabon }	
COUNTY OF AMELICA }	
I, the undersigned authority, A Notary Public, in and for said County and State,	
hereby certify that A.H. Averyt, whose name 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, executed the same voluntarily on the day the same bears	
date.	
Given under my hand and seal this the $28$ day of	
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NOTARY PUBLIC '	
My commission expires:	
STATE OF Alabam } My Commission Expires 01-10-2006	
$\frac{SIAIE \text{ OF } CVCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC$	
COUNTY OF Sheller	
I, the undersigned authority, A Notary Public, in and for said County and State,	
hereby certify that Sharon W. Averyt, whose name 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, she, executed the same voluntarily on the day the same bears	
date.	
Given under my hand and seal this the 28 day of December, 2004.	
Dicember, 2004.	
Herdit Builley	
NOTARY PUBLIC	
My commission expires:	
My Commission Expires 01-10-2006	
STATE OF Alexana }	
COUNTY OF Te 44e/sa	
COUNTY OF Jeffersa.  L the undersigned authority A Notary Public in and for said County and State	
I, the undersigned authority, A Notary Public, in and for said County and State,	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed	
I, the undersigned authority, A Notary Public, in and for said County and State,	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same	
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I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.  Given under my hand and seal this the 12 day of December,	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same	
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I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.  Given under my hand and seal this the 12 day of December,	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.  Given under my hand and seal this the day of December, 2004.	
I, the undersigned authority, A Notary Public, in and for said County and State, hereby certify that David Downard and wife, Tammy Downard, whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily on the day the same bears date.  Given under my hand and seal this the day of December, 2004.	

20050627000315920 5/12 \$47.00 Shelby Cnty Judge of Probate, AL 06/27/2005 08:52:12AM FILED/CERT

#### **CONSENT OF LOT OWNERS**

The undersigned are the owners of property described in Exhibit \_\_\_\_\_, said property being in Autumn Crest Estates, specifically the Autumn Ridge Sector.

T & T Quality Homes, Inc.

By: Barry Turpin, President

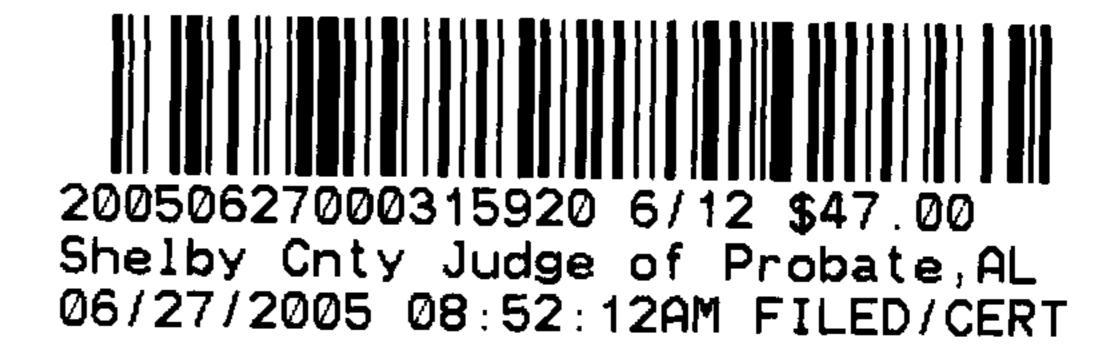
STATE OF ALABAMA}
COUNTY OF JEFFERSON}

I, the undersigned, a Notary Public in and for said county and said state hereby certify that Barry Turpin, whose name as President of T & T Quality Homes, Inc., a corporation, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 28th day of December, 2004

NOTARY PUBLIC

My commission expires: 6/5/07



### EXHIBIT "A" LEGAL DESCRIPTION

PARCEL! No. 1

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive and being the point of beginning from this beginning point proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of section 11, Township 20 South, Range 1 West and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet; thence proceed South 87 degrees 10 minutes 51 seconds West for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West for a distance of 319.16 feet; thence proceed South 47 degrees 40 minutes 20 seconds West for a distance of 332.64 feet; thence proceed South 03 degrees 34 minutes 16 seconds West for a distance of 480.16 feet to a point on the South Boundary of the NW 1/4 of the NE 1/4 of Section 10; thence proceed North 88 degrees 46 minutes 39 seconds East along the South boundary of said NW 1/4 of the NE 1/4 and along the South boundary of the NE 1/4 of the NE 1/4 for a distance of 661.32 feet to a 1/2" rebar in place; thence proceed North 88 degrees 43 minutes 04 seconds East along the South boundary of said NE 1/4 of the NE 1/4 and along the Northerly boundary of said Tara Drive for a distance of 917.74 feet to the point of beginning. Being located in the NW 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 10 and the NW 1/4 of the NW 1/4 of Section 11, all in Township 20 South, Range 1 West, Shelby County, Alabama.

ALSO granted a 60 foot ingress/egress easement, being 30 feet in equal width on each side of the following described line:

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive; thence proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet to the centerline of said 60 foot easement, said point being the point of beginning. From this beginning point thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said road for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of easement for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 319.16 feet to a point on the West boundary of said NE 1/4 of the NE 1/4 of said Section 10, Township 20 South, Range 1 West, Shelby County, Alabama.

## EXHIBIT "A" continued LEGAL DESCRIPTION

#### PARCEL No. 2

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the North boundary of Tara Drive for a distance of 46.01 feet to its point of intersection with the Westerly right of way of Highway 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said Highway for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said Highway for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds east along the Westerly right of way of said Highway for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said Highway for a distance of 92.01 feet to its point of intersection with the centerline of a 60 foot ingress and egress easement, said point being the point of beginning; from this beginning point, thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said easement a distance of 144.0 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 215.95 feet; thence proceed North 02 degrees 43 minutes 55 seconds West for a distance of 404.68 feet; thence proceed North 88 degrees 23 minutes 55 seconds East for a distance of 1091.11 feet to a point on the Westerly right of way of said Highway 47; thence proceed South 06 degrees 40 minutes 22 seconds West along the Westerly right of way of said highway for a distance of 565.56 feet to the point of beginning. The above described land is located in the NE 1/4 of the NE 1/4 of Section 10 and the NW 1/4 of the NW 1/4 of Section 11, Township 20 South, Range 1 West, Shelby County, Alabama.

ALSO granted a 60 foot ingress/egress easement, being 30 feet in equal width on each side of the following described line:

Commence at the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, said point being located on the Northerly boundary of Tara Drive; thence proceed South 88 degrees 43 minutes 04 seconds East along the South boundary of the NW 1/4 of the NW 1/4 of Section 11 and along the Northerly boundary of said Tara Drive for a distance of 46.01 feet to a point on the Westerly right of way of Shelby County Highway No. 47; thence proceed North 13 degrees 37 minutes 59 seconds West along the Westerly right of way of said road for a distance of 80.73 feet; thence proceed North 07 degrees 25 minutes 53 seconds West along the Westerly right of way of said road for a distance of 154.80 feet; thence proceed North 00 degrees 43 minutes 26 seconds East along the Westerly right of way of said road for a distance of 186.49 feet; thence proceed North 06 degrees 01 minutes 38 seconds East along the Westerly right of way of said road for a distance of 92.01 feet to the centerline of said 60 foot easement, said point being the point of beginning. From this beginning point thence proceed South 87 degrees 10 minutes 51 seconds West along the centerline of said easement for a distance of 169.64 feet; thence proceed South 72 degrees 03 minutes 42 seconds West along the centerline of said road for a distance of 144.00 feet; thence proceed South 86 degrees 38 minutes 14 seconds West along the centerline of said easement for a distance of 260.71 feet; thence proceed North 63 degrees 19 minutes 14 seconds West along the centerline of said easement for a distance of 259.85 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 215.95 feet; thence proceed North 78 degrees 15 minutes 27 seconds West along the centerline of said easement for a distance of 319.16 feet to a point on the West boundary of said NE 1/4 of the NE 1/4 of said Section 10, Township 20 South, Range 1 West, Shelby County, Alabama.

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#### ESTATE NO. 3

STATE OF ALABAMA
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a ½" rebar in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 54' 56" East along the South boundary of said quarter-quarter section for a distance of 72.58 feet (set 1/2" rebar) to the point of beginning. From this beginning point proceed North 08° 36' 50" East for a distance of 893.81 feet; thence proceed South 86°00' 54" East for a distance of 910.81 feet; thence proceed South 72° 19' 03" East for a distance of 322.70 feet; thence proceed South 47° 40' 20" West for a distance of 332.64 feet; thence proceed South 29° 46' 09" West for a distance of 176.03 feet; thence proceed South 48° 08' 54" East for a distance of 102.33 feet; thence proceed South 04° 26' 42" West for a distance of 258.61 feet to a point on the South boundary of said quarter-quarter section; thence proceed South 88° 54' 56" West along the South boundary of said quarter-quarter section for a distance of 1072.35 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, and contains 20.50 acres.

According to my survey this the 24<sup>th</sup> day of June, 2005.

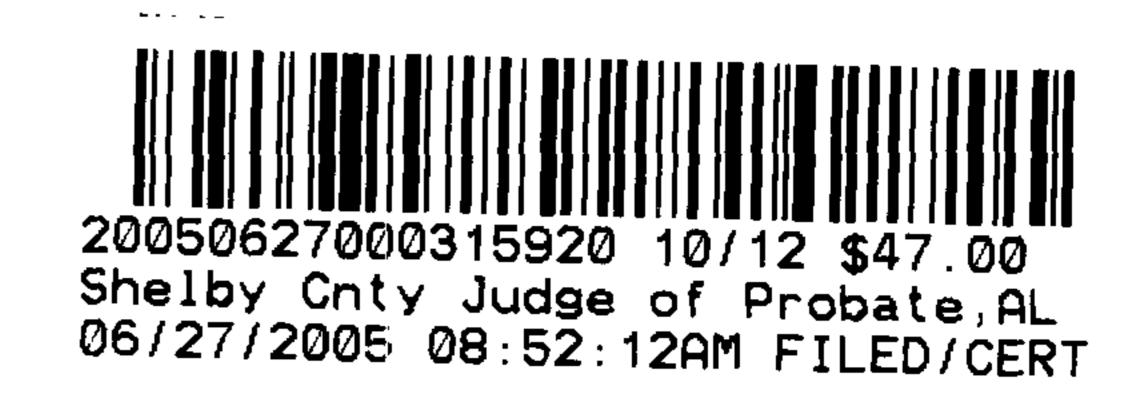
James M. Ray, Ala. Reg. No. 18383 Ray and Gilliland, P. C. Ala. Board Cert. No. CA-0114-LS

20050627000315920 9/12 \$47.00 Shelby Cnty Judge of Probate, AL 06/27/2005 08:52:12AM FILED/CERT

#### EXHIBIT "A" continued

PARCEL NO. 4: Commence at a 2" open top pipe in place being the Northwest corner of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 33' 44" East along the North boundary of said Section 10 for a distance of 2127.50 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue North 88° 33' 44" East along the North boundary of said Section 10 for a distance of 1823.34 feet to a ½" rebar in rock pile, said point being the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of said Section; thence proceed South 01° 50' 16" West for a distance of 3290.90 feet to a ½" rebar in place; thence proceed North 88° 33' 45" East for a distance of 303.63 feet; thence proceed South 02° 43' 55" West for a distance of 404.68 feet to a point on the centerline of a 60 foot ingress and egress easement; then proceed North 78° 15' 27" West along the centerline of said easement for a distance of 319.16 feet; thence proceed North 72° 18' 48" West along the centerline of said easement for a distance of 453.43 feet; thence proceed South 62° 17' 44" West for a distance of 363.98 feet; thence proceed North 55° 06' 17" West for a distance of 828.22 feet; thence proceed South 36° 57' 33" East for a distance of 218.57 feet; thence proceed South 88° 54' 17" West for a distance of 75.41 feet; thence proceed North 51° 48' 44" West for a distance of 563.72 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, and contains 20.0 acres.



PARCEL NO. 5: Commence at a 2" open top pipe in place being the Northwest corner of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 33' 44" East along the North boundary of said Section 10 for a distance of 1502.09 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue North 88° 33' 44" East along the North boundary of said Section 10 for a distance 624.00 feet; thence proceed South 51° 48' 44" East for a distance of 563.72 feet; thence proceed North 88° 54' 17" East for a distance of 75.41 feet; thence proceed South 36° 57' 33" East for a distance of 186.27 feet; thence proceed South 26° 28' 45" East for a distance of 357.67 feet; thence proceed South 61° 34' 17" West for a distance of 490.50 feet; thence proceed South 07° 52' 40" East for a distance of 293.85 feet to a ½" capped rebar in place being a point on the South boundary of the Northeast one-fourth of the Northwest one-fourth of said Section 10; thence proceed South 89° 05' 52" West along the South boundary of said quarter-quarter section for a distance of 438.17 feet; thence proceed North 35° 00' 40" East for a distance of 253.97 feet; thence proceed North 30° 12' 15" East for a distance of 786.22 feet; thence proceed North 37° 06' 10" West for a distance of 556.26 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama and contains 20.0 acres.

PARCEL NO. 7: Commence at a 2" open top pipe in place being the Northwest corner of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88° 33' 44" East along the North boundary of said Section 10 for a distance of 435.14 feet (set 1/2" rebar) to the point of beginning. From this beginning point continue North 88° 33' 44" East along the North boundary of said Section 10 for a distance of 826.66 feet; thence proceed South 13° 24' 17" West for a distance of 609.85 feet; thence proceed South 55° 20' 04" East for a distance of 84.61 feet; thence proceed North 82° 50' 23" East for a distance of 241.91 feet; thence proceed South 30° 43' 58" West for a distance of 355.50 feet; thence proceed South 03° 23' 06" East for a distance of 177.22 feet; thence proceed South 58° 28' 41" East for a distance of 458.76 feet to a point on the South boundary of the Northeast one-fourth of the Northwest one-fourth of said Section 10; thence proceed South 88° 55' 27" West along the South boundary of said quarter-quarter section; thence continue South 88° 55' 27" West along the South boundary of the Northwest one-fourth of the Northwest one-fourth for a distance of 151.98 feet; thence proceed North 41° 31' 52" West for a distance of 1099.45 feet (set 1/2" rebar); thence proceed North 05° 10' 03" East for a distance of 502.55 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northwest one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, and contains 20.02 acres.

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#### PARCEL NO. 6

I, James M.Ray a Licensed Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards of Practice for Land surveying in the State of Alabama to the best of my Knowledge, information and belief And being more particular described as follows: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 10, Township 20 South, Range 1 West, Shelby County Alabama; thence proceed North 88 33'43" East along the north boundary of said section for a distance of 1261.65 feet to a 1/2" capped rebar in place and the point of beginning: From this beginning point continue North 88 33'43" East along the north boundary of said section for a distance of 240.29 feet to a ½" capped rebar in place; thence proceed South 37 06'10" East for a distance of 556.26 feet to a rail road spike in place; thence proceed South 30 12'15" East for a distance of 786.22 feet to a ½" capped rebar in place; thence proceed South 35 00'40" West for a distance of 253.97 feet to a ½" capped rebar in place being located on the south boundary of the Northeast one-fourth of the Northwest one-fourth; thence proceed South 88 53'20" West along the south boundary of the Northeast one-fourth of the Northwest one-fourth for a distance of 436.58 feet to a ½" capped rebar in place; thence proceed North 58 28'41" West for a distance of 458.76 feet to a 1/2" capped rebar in place; thence proceed North 3 26'06" West for a distance of 177.22 feet to a point; thence proceed North 30 43'58" East for a distance of 355.50 to a point; thence proceed South 82 50'23" West for a distance of 241.91 feet to a ½" capped rebar in place; thence proceed North 55 20' 04" West for a distance of 84.61 feet to a ½" capped rebar in place; thence proceed North 13 24'17" East for a distance of 609.85 feet to the point of beginning.

The above described property is located in the Northwest one-fourth of the Northwest one-fourth and the Northeast one-fourth of the Northwest one-fourth of Section 10, Township 20 South, Range 1 West Shelby County, Alabama and contains 20.00 acres.

A Ingress and Egress and Utility Easement being more particular described as follows: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 10, Township 20 South, Range 1 West, Shelby County Alabama, thence proceed North 88 33'43" East along the north boundary of section 10 for a distance of 1501.94 feet to a 1/2" capped rebar in place; thence proceed South 37 06'10" East for a distance of 556.26 feet to ½" capped rebar in place; thence proceed South 30 12'15" East for a distance of 731.22 feet to a ½" capped rebar in place and the point of beginning; From this beginning point continue South 30 12'15" East for a distance of 55.0 feet; thence proceed South 35 00'40" West for a distance of 200.45 feet to a point; thence proceed South 32 43'42" East for a distance of 51.43 feet to a point; thence proceed South 1 30'43" West for a distance of 911.30 feet to a point located on the North Right of Way of Tara drive; thence proceed North 83 03'58" West along the north right of way of Tara drive for a distance of 30.13 feet; thence proceed North 1 30'34" East for a distance of 907.19 feet to a point; thence proceed South 88 53'20" West along the south boundary of the Northeast one-fourth of the Northwest one-fourth for a distance of 465.41 feet; thence proceed North 58 28'41" West for a distance of 92.39 feet to a point; thence proceed North 88 49'42" East for a distance of 294.47 feet to a point; thence proceed North 78 28'55" East for a distance of 192.96 feet to a point; thence proceed North 53 11'54" East for a distance of 79.43 feet to a point; thence proceed North 35 10'30" East for a distance of 151.12 feet to the point of beginning.

According to my survey this the 22<sup>nd</sup> of November, 2004.

James M. Ray, Ala, Reg No. 18383 Ray and Gilliland P.C. Ala Board Cert No. CA-0114-LS

20050627000315920 12/12 \$47.00 Shelby Cnty Judge of Probate, AL 06/27/2005 08:52:12AM FILED/CERT

#### PARCEL NO. 8

I, James M.Ray a Licensed Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards of Practice for Land surveying in the State of Alabama to the best of my Knowledge, information and belief And being more particular described as follows: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 10, Township 20 South, Range 1 West Shelby County Alabama, as the point of beginning; From this point of beginning proceed North 88 33'46" East along the north boundary of Section 10 for a distance of 435.14 feet to a ½" capped rebar in place; thence proceed South 5 10'03" West for a distance of 502.55 feet to a ½" capped rebar in place; thence proceed South 41 31'52" East for a distance of 1099.45 feet to a ½" capped rebar in place located on the south boundary of the Northwest one-fourth of Section 10; thence proceed S 88 55'27" West along the south boundary of the Northwest one-fourth of the Northwest one-fourth for a distance of 1174.16 feet to a existing concrete monument in place accepted as the Southwest corner of the Northwest one-fourth of the Northwest one-fourth of the Northwest one-fourth of the Northwest one-fourth of beginning.

The above-described land is located in the Northwest one-fourth of the Northwest one-fourth of Section 10, Township 20 South Range 1 West Shelby County Alabama, and contains 20.00 acres.

A Ingress and Egress and Utility Easement as follows: Commence at a 2" pipe in place accepted as the Northwest corner of Section 10, Township 20 South, Range 1 West Shelby County Alabama, thence proceed North 88 33'46" East along the north boundary of section 10 for a distance of 1501.94 feet to a point; thence proceed South 37 06'10" East for a distance of 556.26 feet to a point; thence proceed South 30 12'15" East for a distance of 731.22 to the Point of Beginning of the following described Easement; Thence continue South 30 12'15" East for a distance of 55 feet to a point; thence proceed South 35 00'40" West for a distance of 200.45 to a point; thence proceed South 32 43'42" East for a distance of 51.34 feet to a point located on the south boundary of the Northeast one-fourth of the Northwest one-fourth; thence proceed South 1 30'34" West for a distance of 911.30 feet to a point located on the north right of way of Tara drive; thence proceed North 83 03'58" West along the north right of way of Tara drive for a distance of 30.13 feet to a point; thence proceed North 1 30'34" East for a distance of 907.19 feet to a point located on the south boundary of the Northeast one-fourth of the Northwest one-fourth of section 10; thence proceed South 8853'20' West along the south boundary of the Northeast one-fourth of the Northwest onefourth of section 10 for a distance of 844.33 feet to a 2" capped pipe in place accepted as the Southeast corner of the Northwest one-fourth of the Northwest one-fourth of Section 10; thence proceed South 88 55'27" West along the south boundary of the Northwest one-fourth of the Northwest one-fourth of Section 10 for a distance of 151.98 feet to a ½" capped rebar in place; thence proceed North 41 31'52" West for a distance of 65.37 feet to a point; thence proceed North 88 49'42" East for a distance of 789.96 feet to a point; thence proceed North 78 28'55 East for a distance of 192.96 feet to a point; thence proceed North 53 11'54" East for a distance of 79.43 feet to a point; thence proceed North 35 10'30" East for a distance of 151.12 feet to the point of beginning;

According to my survey this the 23<sup>rd</sup> day of November 2004.

James M. Ray, Ala Reg No. 18383

Ray and Gilliland P.C. Ala Board Cert. No. CA-0114-LS