

**SEND TAX NOTICES TO:**

ALIA NT BANK  
P.O. Box 383067  
Birmingham AL 35238

**WARRANTY DEED**

*(Along with Restrictive Covenant as to Larger Parcel)*

STATE OF ALABAMA  
COUNTY OF SHELBY

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, and the imposition against the real estate described on Exhibit "A" attached hereto of the restrictive covenant hereinafter set forth, **TIMBERLAKE DEVELOPMENT, LLC** (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto **ALIA NT BANK** (herein referred to as "Grantees") the following described real estate (hereinafter the "Property") situated in Shelby County, Alabama, to wit:

Lot 1, according to the Final Plat of Parkside Village, Phase I, as recorded in Map Book 35, Page 21 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

**SUBJECT TO:** i) taxes and assessments for the year 2005, a lien but not yet payable; ii) right of way granted to Shelby County by instrument recorded in Deed Book 76 page 259; and restrictions, limitations, conditions and other provisions as set out in Map Book 35, page 21.;

**TO HAVE AND TO HOLD** the above described Property to Grantee, its successors and assigns forever.

**AND THE GRANTOR** does for itself, and its successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the Property, that it is free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

**RESTRICTIVE COVENANT**

**FURTHER** for and in consideration of Grantee purchasing the Property from Grantor, Grantor who is the owner of the real estate described on Exhibit "A" attached hereto (the "Development"),

does hereby impose on the Development (less and except the Property), the following restrictions:

1. No portion of the Development (other than the Property) can be used as a bank, savings and loan, credit union, savings bank, other financial institution, or any branch thereof, or contain an automated teller machine (ATM).
2. No portion of the Development (other than the Property) can contain an automated teller machine (ATM).
3. No portion of the Development (other than the Property) can be constructed or improved in such a way that such construction or improvement interferes with Grantee's construction and use of the Property; and
4. The construction and use of the property contained in the Development (other than the Property) must be reasonably acceptable to Grantee.

Upon Grantor's request and provided the construction and use of the Development (other than the Property) (or any part thereof) is not in violation of restrictions number 3 and 4 above, then Grantee will provide to Grantor a written certification of such.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 19 day of September, 2005.

TIMBERLAKE DEVELOPMENT, LLC

BY

(Its Member)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Connor Farner, whose name as Member of TIMBERLAKE DEVELOPMENT, LLC, a limited liability company, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 19 day of September, 2005.

NOTARY PUBLIC

My Commission Expires: 6/17/07

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III  
Engel, Hairston, & Johanson P.C.  
P.O. Box 11405  
Birmingham, AL 35202  
(205) 328-4600

## **EXHIBIT "A"**

(the "Development")

[And the Property Subject to the Restrictive Covenant]

A Parcel of land situated in the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Section 13, Township 20 South, Range 3 West; thence South 89 degrees 17 minutes 30 seconds East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section, a distance of 225.37 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 1,114.17 feet; thence South 00 degrees 11 minutes 48 seconds West, a distance of 346.81 feet to the Westerly right of way of U.S. Highway # 31 (200' ROW); thence South 27 degrees 43 minutes 08 seconds West and along said right of way, a distance of 354.35 feet; thence North 89 degrees 21 minutes 51 seconds West and leaving said right of way, a distance of 841.34 feet to a point on the easterly right of way line of Shelby County Highway #105 (Bearden Road – 80' ROW) said point being the point of a non tangent curve to the left having a radius of 1100.00 feet, a central angle of 23 degrees 00 minutes 58 seconds and subtended by a chord which bears North 15 degrees 44 minutes 09 seconds West a chord distance of 438.91 feet; thence northerly along the curve and said right of way an arc distance of 441.88 feet; thence North 27 degrees 14 minutes 38 seconds West and along said right of way, a distance of 16.50 feet to the point of a non tangent curve to the left, having a radius of 70.83 feet having a central angle of 47 degrees 24 minutes 51 seconds and subtended by a chord which bears North 22 degrees 55 minutes 36 seconds East a chord distance of 56.96 feet; thence northeasterly along curve and leaving said right of way an arc distance of 58.62 feet; thence North 00 degrees 46 minutes 50 seconds West, a distance of 175.35 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.