

STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDED AND RESTATED RESTRICTIVE COVENANTS

These AMENDED AND RESTATED RESTRICTIVE COVENANTS (these "New Covenants") are made this 10th day of June, 2007 by LAKE WOODMERE, INC. (f/k/a Green Valley, Inc.), an Alabama corporation (the "Corporation"), who declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants and restrictions hereinafter set forth.

RECITALS:

WHEREAS, the Corporation filed that certain Restrictive Covenant (the "Original Covenants") dated September 14, 1959 and recorded at Book 204, Page 206 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") against certain property described more particularly therein; and

WHEREAS, the Original Covenants have been amended pursuant to: (i) that certain Certified Copy of Resolution of Joint Meeting of Directors and Shareholders of Green Valley, Inc., a corporation, Extract dated August 7, 1963 and recorded at Book 226, page 619 in the Probate Office; (ii) that certain Extract of Minutes of Special Meeting of the Board of Directors and Shareholders of Green Valley, Inc. Held April 28, 1966 dated April 28, 1966 and recorded at Book 243, Page 117 in the Probate Office; (iii) that certain Amendment to Restrictive Covenants dated April 17, 1968 and recorded at Book 252, Page 767 in the Probate Office; (iv) that certain Amendment to Restrictive Covenants dated May 3, 1993 and recorded at Instrument Number 1993-14510 in the Probate Office; (v) that certain Consent Order dated December 30, 1993, Case No. CV 93 179 MJ and Warranty Deed dated March 21, 1994 recorded at Instrument Number 1994-11465 and Warranty Deed dated March 23, 1994 recorded at Instrument Number 1994-11464, which Consent Order and Warranty Deeds added an additional parcel of real property of approximately twenty (20) acres to the property encumbered by the Original Covenants; and (vi) that certain Amendment to Restrictive Covenants dated July 28, 1994 and recorded at Instrument Number 1994-30788, which amendment added an additional parcel of real property of approximately twenty (20) acres to the property encumbered by the Original Covenants (collectively, the "Amendments"); and

WHEREAS, the Original Covenants together with the Amendments shall hereinafter be referred to as the "Amended Original Covenants"; and

WHEREAS, the real property encumbered by the Amended Original Covenants (the "Property") is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Corporation is the agent responsible for the administration and enforcement of the Amended Original Covenants for the benefit of the owners of the Property; and

WHEREAS, the shareholders of the Corporation (the "Shareholders") constitute all of the owners of the Property (individually, an "Owner" and collectively, the "Owners"); and

WHEREAS, PETER NICE (a Shareholder since 2000) joins in signing this Document to insure his property is subject to these Amended and Restated Restrictive Covenants; and

WHEREAS, fee simple title to individual parcels of the Property is owned by the Owners in individual lots of varying acreage (individually referred to herein as a "Lot" and collectively referred to herein as the "Lots"), which Lots are generally depicted on Exhibit "B" attached hereto and made a part hereof); and

WHEREAS, the Lots, together with the Common Areas (as defined hereinbelow) owned by the Corporation, constitute the entirety of the Property; and

WHEREAS, the shareholders of the Corporation, at an annual meeting of the shareholders held on June 10th, 2007, determined that it is in the best interest of the Corporation and the Owners to amend and restate the Amended Original Covenants as hereinafter set forth and authorized and directed the President of the Corporation to so amend and restate the Amended Original Covenants;

WITNESSETH:

NOW THEREFORE, in consideration of the foregoing recitals, the Corporation does hereby declare that as of the date first written above the Amended Original Covenants shall be amended and restated as follows and that all of the Property shall be held, transferred, sold, conveyed, occupied and used subject to these New Covenants, which shall be binding upon and inure to the benefit of all of the Owners as of the date hereof and on all parties hereafter acquiring or having any right, title or interest in any portion of the Property:

1. Controlling Document. The provisions of these New Covenants shall supersede and replace the Amended Original Covenants as of the date hereof.

2. Stock and Lot Ownership. The Corporation has issued and outstanding twenty-six (26) shares of common stock. No other stock is authorized, issued or outstanding, and there is no other class of stock. The Corporation hereby declares that no portion of the Property may be sold to, owned (except as to the current Owner of the 2 Acre Lot), or used by any individual or entity who is not also a Shareholder (except that the families and guests of any Owner may use the Property in accordance with the provisions of these New Covenants and any rules and regulations established by the Corporation from time to time). Each Shareholder must own a Lot that is part of the Property. In order to create additional shares of stock, there must be an affirmative vote of at least eighty percent (80%) of the Shareholders. Votes shall be taken by a written vote addressed to the Secretary.

3. Recreational Lots. All Lots shall be known and described as recreational lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling and other outbuildings, such as a garage, stable, barn, or boat house which is incidental to recreational use attached thereto. In no event shall any mobile home, motor home, or similar structure be permitted on any Lot except on a temporary housing

basis as approved in writing by the Directors of the Corporation. All Lots shall be used primarily for non-commercial purposes. Any commercial activities conducted on any of the Lots shall be strictly limited to home-based commercial activities conducted in such a manner as not to be noxious or offensive or a nuisance to any other Shareholder. Notwithstanding the provisions of this paragraph, nothing contained in this paragraph shall in any manner affect the buildings or dwellings erected on any Lot as of the date of these New Covenants.

4. Corporation's Right to Approve Sale.

(a) The sale, lease, transfer, devise, or conveyance of any Lot or any interest in any Lot is hereby restricted so that no sale may be made to a prospective purchaser until said prospective purchaser's name has been submitted to the Shareholders for approval. Approval of a prospective purchaser must be made by affirmative vote of at least eighty percent (80%) of the Shareholders. Votes shall be by written vote and may be by letter addressed to the Secretary. In no event shall the Corporation refuse to approve a potential purchaser on the basis of the potential purchaser's race, color, religion, sex, familial status or national origin.

(b) Effective as of the date of these New Covenants and subject to the provisions of this Section 4, Lots shall be conveyed and owned only by natural persons approved by a vote of the Shareholders as set forth hereinabove in Section 4(a), and no Lot shall be owned by a corporation, limited liability company, trust, partnership, group, organization, club or other entity. Notwithstanding the foregoing, in the event that as of the date of these New Covenants any Lot is owned by more than one (1) natural person or by a corporation, limited liability company, partnership, or any other entity, such Owner(s) shall elect one (1) natural person as the beneficiary of the rights and obligee of the obligations under these New Covenants (the "Rights Holder") and shall notify the Corporation of such election, in the case of any such Owner existing as of the date of these New Covenants, within ten (10) days from the date hereof, and in the case of any such future Owner, within ten (10) days from the date that such Owner obtains title to a Lot. Such notice to the Corporation shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages (such as FedEx), or sent by registered or certified mail, to the Secretary of the Corporation, at the office of the registered agent for the Corporation (or such other address as may be provided by the Secretary from time to time), on or before the expiration of such ten (10) day time period. The Corporation shall be entitled to rely on such written notice as to the identity of the Rights Holder until such time as the Corporation receives written notice that the Owner has changed the Rights Holder to a different natural person. Any such Owner may designate a new Rights Holder upon written notice to the Corporation as aforesaid, provided that no Owner shall be permitted to change the Rights Holder more often than one (1) time in any calendar year. The Corporation shall be entitled to enforce these New Covenants against the then-current Rights Holder at all times during the designating Owner's ownership of the Lot.

(c) In no event shall this Section 4 prohibit the conveyance or other transfer of a Lot or any interest therein to more than one (1) natural person, provided that: (i) such conveyance or other transfer otherwise complies with the requirements of these New Covenants; and (ii) with respect to any Lot owned by more than one (1) natural person, such Owners shall elect one (1) natural person as the Rights Holder and shall notify the Corporation of such election, as set forth hereinabove.

5. Death of Individual Shareholder. Upon the death of an individual Shareholder, his or her spouse may automatically be accepted as a Shareholder and as an owner of the Lot owned by said deceased shareholder.

6. Common Areas. The Corporation has retained title to and does hereby declare as common areas for the use and benefit of the Corporation all dams, dam sites, spill ways, and lakes (the "Common Areas"), and hereby declares for the benefit of the Corporation and the Shareholders a permanent easement running with the land for all roads and easements for public utilities. The Corporation shall have the exclusive control and regulation of hunting, fishing, swimming, water-skiing, and all recreational facilities so that all Owners shall at all times be subject to such rules and regulations as may be adopted by the Corporation to promote the health, well-being, and safety, and to regulate recreational activities for the users of the Property and facilities. In the event that the lake or lakes cease to exist, the dam, dam sites, and spill ways shall revert to the owner of the Lot on which it is located or abuts.

7. Architectural Control. No residential building, barn, boat house, or other structure shall be constructed on any Lot until the building plans, specifications, and plot plan showing the location of such structure shall have been submitted in writing to the board of directors of the Corporation (the "Board"), or its designated representative, and approved in writing by the Board or its designated representative. The location of septic tanks, the anticipated pollution of springs and lakes (if any), the location of said structure with respect to topography, and the general appearance of said structure shall be in harmony with the nature and quality of the other developments on the Property. In the event the Board or its designated representative fails to approve or disapprove such proposed structure and location within sixty (60) days after said plans and specifications have been submitted to it for approval, or in any event if no suit to enjoin the erection of such proposed structure or the making of such alterations has been commenced prior to the completion thereof, the provisions of this paragraph will be deemed to have been fully complied with.

Notwithstanding anything provided herein to the contrary, neither the Corporation, the Board, nor any agent, employee, representative, member, shareholder, partner, officer or director of any of them, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any Plans and Specifications submitted, reviewed or approved in accordance with the provisions of this Article 7, (b) any defects, structural or otherwise, in any work done according to such Plans and Specifications, (c) the failure to approve or the disapproval of any plans, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article 7, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or any damage to any Dwellings, Improvements or the personal property of any Owner, or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Dwellings or Improvements or the Plans and Specifications therefore or any past, present or future soil and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and water channels and limestone formations on or under any Lot or Dwelling) and any other loss, claim, damage, liability or expense, including court

costs and attorneys' fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot or Dwelling or any Improvements situated thereon.

8. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which might be or become an annoyance or nuisance to the neighborhood.

9. One Dwelling Per Lot. There shall be no more than one (1) dwelling constructed on each Lot.

10. Foreclosure. In the event of contemplated foreclosure of any Lot by any mortgagee, the mortgagee contemplating foreclosure shall give thirty (30) days written notice to the Corporation, addressed to the attention of the Secretary of the Corporation at the office of the registered agent of the Corporation, stating the time and place of contemplated foreclosure sale. During such thirty (30) day period, the Corporation and each Shareholder shall be given the exclusive right to pay off said mortgage indebtedness and obtain title to said Lot and any stock pledged as security. In the event that neither the Corporation nor any Shareholder satisfies the mortgage indebtedness, together with all expenses, penalties, costs and attorneys' fees relating thereto, within the thirty (30) day period, or in the event that neither the Corporation nor any Shareholder does, to the satisfaction of the mortgagee, pay or assume the mortgage or work out a suitable agreement to pay, assume or refinance the mortgage to the satisfaction of the mortgagee, within said thirty (30) day period, said mortgagee shall be free to foreclose said Lot.

11. Easement for Ingress and Egress. The Corporation hereby declares that each Owner and the Corporation shall have a permanent easement for all roads located on the Property, subject to these New Covenants, and to all other roads providing ingress and egress to the lake and the Property, subject to these New Covenants. The Corporation is also granted a 25 ft. right of way to each side of the center line of each road. In addition, the Corporation retains the right to regulate the use of the roads in order to: (i) ensure that the roads remain private and are not deemed to be public roads; (ii) ensure that the use of the lake is restricted and that the lake is available for use only by the Owners, their families and guests; (iii) promote the health, well being, safety and well-regulated recreational activities of the lake; (iv) reduce potential liability for injury to non-invitees, non-owners, and others coming onto the lake without being accompanied by an Owner; and (v) manage the cost of upkeep, maintenance and insurance related to the roads. Accordingly, the Corporation has determined that the following restrictions shall apply to the roads and the use thereof:

(a) No Owner shall have the right to grant and no Owner shall grant to any non-shareholder individual or non-shareholder entity any easement or right to use any road for any purposes except as provided in these New Covenants.

(b) No Owner shall have the right to grant and no Owner shall grant to any individual or entity any easement or right to use any road or property owned by the Owner which is subject to these New Covenants for ingress or egress to or from any road or property not subject to these New Covenants.

(c) No Owner shall allow any individual or other entity any easement or right to use any road or any property owned by the Owner which is subject to these New Covenants to obtain access to the lake except for temporary visits to the Owner in accordance with the rules and regulations of the Corporation.

(d) Guests of Owners and their families shall be granted use of the roads of the Corporation for the sole and temporary right to visit the Owner and shall retain no permanent right to use the roads of the Corporation. Such visits shall be subject to the rules and regulations of the Corporation.

(e) The speed limit on all roads shall be published in the Rules and Regulations of the Corporation. Otherwise, all county and state traffic laws shall apply to the use of the roads.

12. No Subdivision of Lots. No Owner shall be permitted to sell, transfer, or otherwise convey a portion of any Lot, or otherwise subdivide any Lot, without the approval by affirmative vote of at least eighty percent (80%) of the Shareholders. No Owner shall be permitted to "swap" lots or portions thereof with any other Owner without the approval by affirmative vote of at least eighty percent (80%) of the Shareholders. Votes shall be taken by written vote.

13. Written Votes. Following the approval of the Amended and Restated Restrictive Covenants at the 2007 annual Shareholders meeting, all future votes called for in this Document shall be done in written form returnable to the Corporate Secretary. Any votes not returned in the stated time shall be considered an affirmative vote.

14. Severability. If any term or provision of these New Covenants, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of these New Covenants or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of these New Covenants shall be valid and enforced to the fullest extent permitted by law.

15. Agreement Inures to Benefit of Heirs, etc. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns as the case may be.

16. Multiple Counterparts. The New Covenants may be executed in multiple copies, any one of which may be considered and used as an original.

17. Damages. In the event that any Owner (or any Owner's contractor, sub-contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein or the Architectural Standards promulgated thereunder, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Corporation from time to time, then the Corporation shall have the right to (i) impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Building and shall be a personal obligation of such Owner which is guilty of such violation, or (ii) suspend an Owner's right (and the right of such Owner's family members, invitees and

guests) to use any of the recreational facilities located in or upon the Common Areas or the Limited Common Areas (any such suspension of rights may be for the duration of the infraction), or (iii) prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or (iv) maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. The Board shall have the power to impose all or any combination of any of the foregoing sanctions. In any such proceedings, the Corporation shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in such proceedings, as well as interest on any unpaid amounts as required in these New Covenants. Failure of the Corporation or any Owner at any time to require performance by any other of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

18. Attorneys' Fees. In furtherance and confirmation of the provisions of Section 17 of these Covenants, in the event of litigation arising out of or in connection with these New Covenants, the Corporation shall to be entitled to recover all reasonable attorneys' fees and costs of suit, including fees and costs of appeal.

19. Governing Law. These New Covenants shall be governed by and construed under the laws of the State of Alabama without regard to conflicts of laws principles.

20. Miscellaneous.

(a) All Shareholders are subject to and required to abide by these New Covenants along with the Rules and Regulations of Lake Woodmere, Inc.

(b) All Shareholders and Owners are subject to and shall be responsible for payment of an annual assessment made by the Corporation, as established by an annual vote of the Shareholders along with any fines imposed for violations of these New Covenants and the Rules and Regulations. Non-payment of the annual assessment and/ or any fines shall subject the Shareholder's Lot(s) to having a lien placed upon such Lot(s). Upon the Corporation's hiring an attorney for preparation of all necessary paperwork for filing such lien, the non-paying Shareholder shall be responsible for the payment of all attorneys' fees incurred in connection therewith, the recording costs, and the payment of interest at the rate of eighteen percent (18%) per annum from the time of the assessment until the delinquent amount is paid in full.

(c) The roads on the Property are designed for light residential traffic only. Each Owner shall be responsible for immediately repairing any extraordinary damage to a road, with or without negligence or wantonness, caused by such Owner or any guest, contractor, or subcontractor of such Owner for the purpose of visiting or furnishing labor or materials to the Owner, guest, contractor or sub-contractor. Any damage not repaired by the responsible party may be repaired by the Corporation after ten (10) days written notice to such responsible party. In such event of repair by the Corporation, immediately upon the completion of the repair(s) by the Corporation, the cost of the repair(s) shall be paid by the responsible Shareholder to the Corporation along with a reasonable fee for the Corporation's having to arrange for the repair(s).

(d) Each Owner shall maintain its Lot(s) in a neat, nicely groomed, well-kept fashion and free of all trash, debris, and inoperable vehicles or equipment of any sort. Yards, pastures, and open areas will be kept reasonably cut and well-groomed.

(e) No clear-cutting shall be permitted; provided, however, that tree thinning shall be allowed provided no more than fifty percent (50%) of the mature trees are removed within a five (5) year period. Any thinning of trees within seventy-five (75) feet of the lake shore is prohibited without the prior written approval of the Board of Directors. However, this provision shall not prohibit a Shareholder from clearing and maintaining a yard around his residence and out buildings and/or a view of the Lake or clearing brush growing along the lakeshore.

(f) Owners are prohibited from leasing their property or allowing guests to stay on their property for more than thirty (30) days without the express written approval of the Board of Directors.

(g) The Directors have, by majority vote, the final determination as to the extent of any damage done to the roads referenced in (c) above along with the establishment of the cost of repair and a reasonable fee for having to arrange for the repairs. Likewise, the Directors shall determine by majority vote whether a Shareholder is engaging in prohibited activities.

(h) All assessments, fines, and charges along with Court costs and attorney's fees incurred by the Corporation for the enforcement and/or collection of fines, assessments, and charges levied pursuant to these Covenants and the Rules and Regulations shall be an equitable charge and a continuing lien upon the offending Shareholder's property along with personal liability of the offending Shareholder. In furtherance of these Restrictive Covenants and the enforcement of the Rules and Regulations, the Corporation shall have the right to place a Lien on the Offending Shareholder's property and to sue to perfect the lien. The lien provided for herein shall be in favor of the Corporation and may be foreclosed in the same manner as mortgages are foreclosed in the State of Alabama. At the foreclosure sale, the Corporation shall be a competent bidder and shall have the power to purchase and acquire the property .

IN WITNESS WHEREOF, the President of the Corporation has caused these New Covenants to be executed, under seal, as of the date hereinabove written.

CORPORATION:

LAKE WOODMERE, INC.,
an Alabama corporation

By: 
Print Name: RANDY GOGGANS
Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDY GOGGANS whose name as President of Lake Woodmere, Inc., an Alabama corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal, this 25~~th~~ day of June, 2007.

Bruce A. Burttram
NOTARY PUBLIC
My Commission Expires: 2/26/09

PETER NICE, a Shareholder, joins in the execution of these New Covenants for purposes of evidencing his desire and consent to subject his Lot to these New Covenants.

Peter Nice
PETER NICE, an individual

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that PETER NICE, whose name 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 such instrument, he or she executed the same voluntarily on the day the same bears date. Given under my hand and seal, this 24~~th~~ day of June, 2007.

Bruce A. Burttram
NOTARY PUBLIC
My Commission Expires: 2/26/09

EXHIBIT "A"
TO AMENDED AND RESTATED RESTRICTIVE COVENANTS

Legal Description of the Property

The Property includes the following described property:

The $W\frac{1}{2}$ of $E\frac{1}{2}$ of Section 2, Township 21 South, Range 2 West, EXCEPT that part deeded to Gulf States Paper Corporation by deed recorded in Deed Book 112 on Page 498;

Also the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of Section 2 in Township 21 South, Range 2 West;

Also the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$; $SE\frac{1}{4}$ of the $NW\frac{1}{4}$; $NE\frac{1}{4}$ of $SW\frac{1}{4}$; and $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, EXCEPT that part sold to Dean R. and Earlene H. Upson, by deed recorded in Deed Book 174 on Pages 504 and 506;

subject to easements and rights of way of record, if any.

Together with the following described property:

A two acre tract of land located in $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West, described as follows: Begin at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run thence north 417.42 feet to a point; thence run west 208.71 feet; thence run south 417.42 feet to the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run east along the south line of the $\frac{1}{4}$ - $\frac{1}{4}$ section to the point of beginning. Said tract is a two acre tract in the southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section. Minerals and mining rights excepted. Also, together with an appurtenant easement 25 feet in width over, on and across that portion of CLAIRE M. NICE's ten acre tract lying west of Arabian Road for the purpose of providing ingress and egress to and from the hereinabove described property to Arabian Road.

Together with the following described property:

The East $\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West; less and except that 2 acre tract heretofore conveyed to PETER ADAMS NICE by deed dated March 1, 1993, and filed for record in the Office of the Judge of Probate, Shelby County, Alabama. Mineral and mining rights excepted.



20070625000295380 11/12 \$44.00
Shelby Cnty Judge of Probate, AL
06/25/2007 08:31:46AM FILED/CERT

Together with the following described property:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 2 West in Shelby County, Alabama and being more particularly described as follows:

BEGIN at the SW corner of the SW 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 2 West; thence N 3 deg. 19'22" W along the western line of said 1/4-1/4 section a distance of 1384.61' to the NW corner of said 1/4-1/4 section; thence S 89 deg. 54'44" E along the northern line of said 1/4-1/4 section a distance of 793.64'; thence S 3 deg. 19'22" E a distance of 1364.61' to the southern line of said 1/4-1/4 section; thence S 88 deg. 38'42" W along the southern line of said 1/4-1/4 section a distance of 792.70' to the Point of Beginning.

