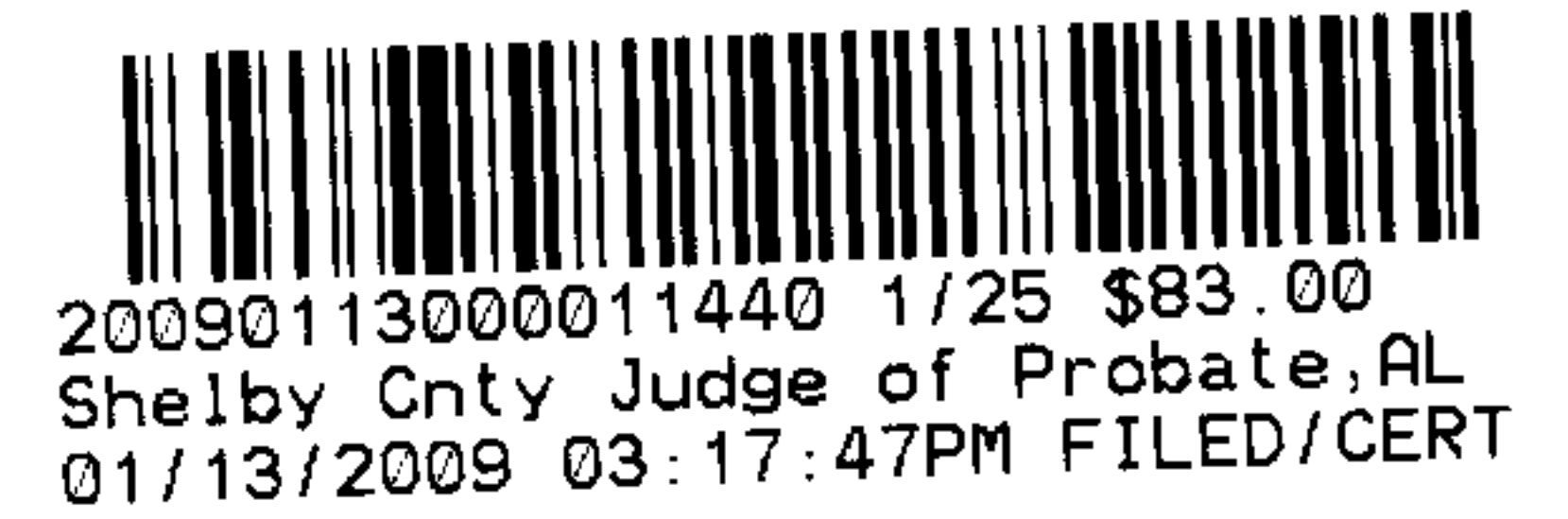


**DECLARATION OF PROTECTIVE COVENANTS FOR
MACALLAN AT BALLANTRAE, PHASE II**

**AS RECORDED IN MAP BOOK 39, PAGE 53, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

STATE OF ALABAMA)
COUNTY OF SHELBY)



KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Mobley Development, Inc., an Alabama corporation (which, together with its successors and assigns, is hereinafter referred to as "Developer"), is the owner of all of that certain real property situated in Shelby County, Alabama, which is more particularly described as Macallan at Ballantrae, Phase II (the "Property"). All lots shown on the subdivision plat (the "Subdivision Plat") for the Property are hereinafter referred to individually as a "Lot" and collectively as "Lots." The Property is part of a mixed-use development planned by Developer for all of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. As used in these Protective Covenants, the term "Development" shall mean and refer to any of the real property described in Exhibit "A" which is or may be developed by Developer for "Residential Lots," as hereinafter defined. THESE PROTECTIVE COVENANTS ARE APPLICABLE ONLY TO THE PROPERTY AND SHALL NOT EXTEND TO OR BE BINDING UPON ANY OTHER PORTIONS OF THE DEVELOPMENT OR ANY OF THE OTHER REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS, the Developer desires to subject all of the Property and each Lot located therein to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, Developer does hereby expressly adopt the covenants and limitations for the Property as set forth in these Protective Covenants and does hereby declare that the Property and each Lot located within the Property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions.

ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1.01 All Lots shall be known and described as residential lots and shall be used for single-family residential purposes exclusively. No Lot shall be subdivided or re-subdivided without the prior written approval of Developer.

1.02 No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories, or

forty (40) feet in height, and a private garage, and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Any outbuilding will be in conformity to the standards set herein and approved by the Architectural Review Committee (hereinafter referred to as "Committee"), established by Developer pursuant to Article III hereof.

1.03 Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be designed and used as a construction field office and as a sales/marketing office.

1.04 Subject to the provisions of Articles VII and VIII below and the rights retained below by the Committee, each Lot and any dwelling, building or other structure constructed or placed thereon shall be subject to the following minimum setbacks:

- Front: Fifteen (15) feet from dedicated road right-of-way
- Rear: Twenty-five (25) feet from the rear lot line
- Side: One side shall be set at a minimum of three (3) feet from the wall to the side line and the side line restriction of the adjoining lot shall be seven (7) feet from the wall to the side line in order to provide a minimum distance of ten (10) feet from wall to wall on adjoining lots.

The Committee reserves and shall have the right to grant variances to the foregoing setback requirements. Each house design will be approved on an individual basis by the Committee. The Committee shall have an objective to present a Traditional Architectural Environment for the Property. Accordingly, the Committee shall be directed to encourage the development of traditionally designed homes and the Committee is directed to discourage contemporary exterior designs. No structure (other than the residential dwelling and any attached garage or guest house) may be constructed closer to the ingress and egress road than the back of the residential dwelling. Any buildings of any nature, including gazebos, decks and outbuildings built on any Lot, must conform to a residential nature and must be approved by the Committee.

1.05 No Lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than one thousand seven hundred (1,700) square feet of living area. Square footage measurements shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, unfinished basements or decks. All dwellings shall have double-hung windows constructed of wood, vinyl clad, solid vinyl or aluminum clad materials. All exteriors will be brick, siding or stacked stone or an approved combination thereof on all four sides. Gables, cantilevers, chimney chases, dormers and second floor walls above roof lines may be wood, vinyl or composite siding, all subject to the approval of the Committee.

1.06 The entrance ways to the Development, all areas on the recorded Subdivision Plat which are depicted as common area or beautified easements and any and all other areas or

improvements within the Development which Developer may from time to time in its sole discretion designate as common areas, including, without limitation, recreational amenities, parks and play areas within the Development, shall be, for the purpose of maintenance and upkeep, considered common area (collectively, the "Common Area"), and shall be maintained by the Ballantrae Residential Association, Inc. (the "Association") as hereinafter provided.

ARTICLE II

GENERAL REQUIREMENTS

2.01 It shall be the responsibility of each Lot owner (which together with their respective heirs, executors, personal representatives, successors and assigns, is hereinafter individually referred to as an "Owner" and collectively as "Owners") to prevent any unclean, unsightly or unkept conditions of any dwelling, buildings or grounds on such Owner's Lot which may tend to decrease the beauty of the specific area or of the neighborhood as a whole. Any and all dwellings, buildings, structures and other improvements of any nature to any Lot must be approved by the Committee.

2.02 No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of any Lot or the Property, including vacant lots or Common Area. Developer, for itself and the Association, reserves the right (after ten (10) days prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety in the Property, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

2.03 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Common Area, except that dogs and/or cats (not to exceed two (2) in number) and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their Owner's property. The Association shall have the right to remove any such animals that are prohibited and the cost of such removal shall be an expense of the Association.

2.04 No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or its other Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

2.05 No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.06 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road or the "Golf Course," as defined in Article VIII below, at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction of a dwelling on such Lot, or with approval of the Fire Department having jurisdiction over the Property.

2.07 Except as authorized in Section 1.03 above, no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the Committee's approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and a Certificate of Occupancy for such dwelling has been issued by the appropriate governmental authorities.

2.08 No sign of any kind shall be displayed to the public view on any Lot except as may be approved by the Committee. All signs shall comply with the design specifications of the Committee. No signs shall be nailed to trees, unless approved by the Committee.

2.09 When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within twelve (12) months.

2.10 Installation of a natural-gas fueled standby power generator ("Generator") must be approved by the Committee. Approval will be given only if (1) the Generator is located at the rear of the dwelling and screened from view from public streets; (2) the Generator is enclosed in a sound-reducing enclosure that allows no more noise emission than the outside air conditioning unit; and (3) the Generator will be used only during power failures and will be "exercised" only on weekend days (Saturday and Sunday) between the hours of 10:00 a.m. and 3:00 p.m. No diesel powered generators will be allowed.

2.11 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner lots. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street. No window air conditioning units shall be permitted at any time.

2.12 All windows on the sides, fronts, and rears of all dwellings constructed shall be double hung and shall be constructed of wood, vinyl clad, solid vinyl, or aluminum clad, unless otherwise approved by the Architectural Review Committee.

2.13 No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show above ground or from the exterior of any dwelling.

2.14 Except as set out in Section 1.05 above, no siding shall be used on the construction of any dwelling, except as approved by the Committee. The Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

2.15 Fencing may not be utilized on any Lot without prior written approval of the same by the Committee. The Committee shall have the right, in its sole and absolute discretion, to determine the location, style, materials, and landscaping utilized on or in conjunction with any fencing that is approved.

2.16 No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

2.17 No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Committee. No tractor trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area, except during initial construction of a dwelling on a Lot.

2.18 No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the Committee, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street within the Property or the "Golf Course," as hereinafter defined.

2.19 No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

2.20 Upon completion of a dwelling, all front and side yards shall be landscaped with sod and other landscaping approved by the Committee. The minimum sod requirement shall be that which is required by the current City of Pelham landscape ordinance.

Lots which are ninety (90) or less feet in width shall have at least two (2) shade trees planted in the rear yard and at least one (1) shade tree planted in the front yard. All trees

shall be a minimum of 3" caliper.

Lots which are greater than ninety (90) feet in width shall have at least two (2) shade trees planted in the front yard and at least two (2) shade trees planted in the rear yard. All trees shall be a minimum of 3" caliper.

2.21 The roof pitch on any dwelling shall not be less than 9 in 12 unless first approved in writing by the Committee. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the dwelling and not visible from the front. All roofing materials and colors shall be approved by the Committee. No solar or other energy collection device or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof ridge of any dwelling except for approved chimneys, exhaust fans and vent stacks.

2.22 All porches on the front and sides of any dwelling shall be supported by the foundation of the dwelling, unless otherwise approved by the Committee.

2.23 No cantilevered chimney chases shall be allowed on the front or side of any dwelling. All chimney chases on the front and/or the side of the dwelling shall be supported by the foundation of the dwelling.

2.24 All driveways must be of a concrete finish or other suitable style and materials approved by the Committee.

2.25 No Lot shall be cultivated for crops of any sort except gardens of reasonable size, which are to be located at the rear of a dwelling and not visible from any public street.

2.26 No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot.

2.27 The intent of Developer is to preserve for present and future Owners a heavily-wooded physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state, typical of an oak-hickory forest, and each Owner is hereby required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. All Lots shall be landscaped in accordance with standards established by the Committee and in compliance with the City of Pelham landscaping ordinance. All landscaped areas on any Lot shall be maintained in good condition by the Owner thereof.

2.28 Developer reserves the right to make any road or other improvements within the Property, to change or extend the present road or other street grades, if necessary, without liability to the Owners for any claims for damages; and further reserves the right to change or modify the restrictions on any Lots within the Property.

2.29 During all construction, all vehicles, including those delivering supplies, must enter

each Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his contractor will be repaired by Developer or the Committee (after ten (10) days written notice) and will be charged to the Owner of such Lot at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners must keep the homes, garages and building sites clean and attractive. No construction debris will be dumped in any area of the Property or any Common Area.

2.30 Except with the prior written consent of Developer, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.

2.31 To insure the maintenance of the natural beauty, no Owner shall be allowed to dam up the creeks which flow through said Property nor shall any Owner change the flow of said creek or any wet weather streams.

2.32 Motorized vehicular traffic of any type is strictly prohibited on any Common Area except as may be required by the Developer or the Association for maintenance or construction.

2.33 Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets and adjacent Lots. Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from any public street, unless approved by the Committee. Portable basketball goals shall be allowed in the driveway or parking area with approval from the Committee. Free-standing playhouses and tree houses must be approved by the Committee; no above-ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths, flagpoles or furniture shall be placed or maintained on the front or side yard of any Lot. All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street. Statues, water fountains, bird baths, bird feeders, wood carvings, plaques and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from any public street. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

ARTICLE III
BALLANTRAE
ARCHITECTURAL REVIEW COMMITTEE

3.01 The Committee will consist of no more than five (5) persons each of whom will be designated and may be removed at any time by the Developer, until such time as Developer relinquishes, in writing, the authority to appoint members of the Committee or the Association. At such time as Developer no longer owns any Lot within the Property or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the Committee, then the Board of Directors of the Association shall have the right to appoint and terminate, with or without cause, all members of the Committee.

3.02 All plans and specifications, including plot plans, grading and drainage plans for any improvements to a Lot, exterior materials, landscaping, texture and color selections for any dwellings and the plans for all mailboxes and entrance columns serving any Lot within the Property shall be first filed with and approved by the Committee before any construction is commenced on such Lot. The Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary.

3.03 Except as hereinafter provided, the affirmative vote of a majority of the membership of the Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in this Article III, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Committee, each individual member of the Committee shall be authorized to exercise the full authority granted herein to the Committee. Any approval by one such member of any plans and specifications submitted under this Article III, or the granting of any approval, permit or authorization by one such member in accordance with the terms hereof, shall be final and binding. Any disapproval or approval based upon modification or specified conditions by one such member shall also be final and binding, provided, however, that in any such case, any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of such adverse decision, file a written request to have the matter in question reviewed by the entire Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Committee. Thereafter, the decision of a majority of the members of the Committee with respect to such matter shall be final and binding.

3.04 The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Committee. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the Committee has approved in writing the plans therefor. The Committee shall have the right to establish and amend, from time to time, written rules, regulations and

standards governing policies, guidelines and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Committee for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3.05 Any exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity which would change or alter the exterior appearance of a dwelling must be approved by the Committee. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a dwelling shall not require the written approval of the Committee, but shall comply with all restrictions and covenants set forth herein.

3.06 Neither the Committee, any architect or agent thereof, nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. **EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS AND SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSE SUFFERED, CLAIMED, PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE III AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.**

3.07 The Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of the Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Property, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot, or any other matter which, in the sole and absolute judgment of the Committee, would render the proposed dwelling or other improvements inharmonious with the general plan of development for the Property. The approval of plans, specifications and other data for any one specific dwelling shall not be deemed an approval or otherwise obligate the Committee to approve similar plans, specifications or data for any other dwelling to be constructed on any Lot within the Property.

3.08 THE PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES AND SUBSURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER TO ANY OWNER THAT THE SURFACE OR SUBSURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

3.09 The Committee shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary Committee approvals have been obtained in connection with any dwelling or other improvements on any Lot.

3.10 The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing and shall be executed by a member of the Committee.

3.11 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

ARTICLE IV

BALLANTRAE RESIDENTIAL ASSOCIATION, INC.

4.01 Every Owner of a Lot within the Property is subject to assessments, as hereinafter provided, and shall be a member of the Ballantrae Residential Association, Inc. (the Articles of Incorporation for which are recorded in the Probate Office of Shelby County, Alabama) (the "Association"). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot, and Members shall be subject to the provisions of these Protective Covenants and the rules, regulations and bylaws of the Association, as the same may be modified and amended from time to time.

4.02 The Association shall have one (1) class of voting membership. All Owners, together with the Owners of all "Residential Lots," as hereinafter defined, shall be members of the Association and, subject to the rights reserved by Developer in the Articles of Incorporation and ByLaws of the Association, shall be entitled to one (1) vote for each Residential Lot owned. When more than one (1) person holds an interest in any Lot, all persons shall be members; however, the vote for such Lot shall be exercised as they determine; but in no event shall more than one (1) vote be cast with respect to any Lot. Each owner, by acceptance of a deed to a Lot, does hereby acknowledge and agree that (a) Developer, for so long as Developer owns any portion of the Development, shall be exclusively entitled to take all actions and vote on all matters to be voted on by the members of the Association in the manner set forth in the Articles of Incorporation and ByLaws of the Association, and (b) if Developer elects to add Additional Property to this Declaration or as part of the Association or modify the description of the Development to add or delete real property from such description, each Owner consents and agrees to the dilution of his voting interests in the Association as a result thereof.

4.03 The Association (with the prior written consent of Developer for so long as Developer owns any portion of the Development) shall have the right at any time and from time to time to merge, consolidate or otherwise transfer all of the rights and obligations of the Association to any other association which has been formed for the benefit of the Owners of any of the Lots within the Property or any real properties situated adjacent to or in close proximity with the Development.

ARTICLE V

COVENANT FOR ASSESSMENTS

5.01 Each Owner of a Lot within the Property, by acceptance of a deed to such Lot, agrees to pay to the Association: (i) annual assessments or charges levied each year by the Association, (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any Lot and the owner thereof as a result of such owner's failure to comply with the terms of these Protective Covenants. The annual, special and individual assessments, together with interest, late charges, costs and reasonable attorney's fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

5.02 The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Development, for the improvement and maintenance of the Common Area within the Development, and the payment of any and all costs and expenses incurred from time to time by the Association, including, without limitation, any "Common Expenses," as defined in the

ByLaws of the Association.

5.03 Any expenses incurred by the Committee or the Association in enforcing any of the provisions of these Protective Covenants against a specific Owner shall be deemed an individual assessment against the Owner and the respective Lot owned by such Owner. Such individual assessment shall be levied by the Association and shall be specified to the Owner, which notice shall also specify the due date for the payment of same. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the Property.

5.04 (a) The annual assessment for the Property shall commence on January 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in accordance with its rules, regulations and ByLaws. The foregoing shall not limit or restrict any special Assessments levied pursuant to Section 5.05 below (with the approval of a majority of the Owners as provided therein) or any individual Assessments levied in accordance with the provisions of Section 5.01 above. Lots owned by the Developer shall not be subject to any assessment by the Association, be it annual, special or individual.

(b) Commencing with the fiscal year of the Association which begins on January 1, 2008 (i.e., from January 1, 2008, through December 31, 2008, which period is hereinafter referred to as the "Base Year") and annually thereafter, the Board of the Association shall determine and approve annually an annual budget covering the estimated Common Expenses for the Property for the upcoming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The amount set forth in such budget shall constitute the aggregate amount of annual assessments for the then applicable year.

(c) Notwithstanding anything contained herein to the contrary, until the occurrence of the "Turnover Date" as defined in the Bylaws of the Ballantrae Residential Association, Inc., the annual assessments shall be established and set by the Board of Directors of the Association.

5.05 In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the Owners who are voting in person or by proxy, excluding votes which may be cast by the Developer, whether voted in person or by proxy, at a meeting duly called for this purpose, and (b) for so long as Developer owns any portion of the Development, the approval of the Developer.

5.06 Written notice of any meeting called for the purpose of taking any action authorized under Section 5.05 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another

meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5.07 Both annual and special assessments for all Lots within the Property shall be fixed at a uniform rate for each "Residential Lot," as hereinafter defined. As used herein, the term "Residential Lot" or "Residential Lots" shall mean and refer to any real property within the Development which has been developed for single-family residential purposes, including, without limitation, attached or detached residential dwellings, townhouses, condominiums, cooperatives, duplexes, garden homes, patio homes, zero-lot-line homes, cluster homes, or any other types of single-family dwellings. As used herein and in the Articles of Incorporation and ByLaws of the Association, the term "Residential Lots," whether used in the singular or plural tense, shall include all Lots within the Property. Annual and special assessments shall commence as to each Lot on the day on which such Lot is conveyed by the Developer and shall be due and payable in such manner as established by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for the payment of annual assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

5.08 The Association shall, upon demand and for a reasonable charge, furnish a certificate of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certification of the Association as to the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.

5.09 Any assessments (whether annual, special or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of 18% per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided by law or in equity, the Association, acting through the Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:

- (a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in connection therewith; and/or
- (b) The Association may enforce the lien created pursuant to Section 5.01 above as hereinafter provided. The lien created pursuant to Section 5.01 above shall secure payment of any and all assessments (annual, special and individual) levied against any

Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of a lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Directors of the Association or any officer of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein, and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer) may be granted a waiver or otherwise be exempt from the liability to pay the assessments provided herein.

5.10 The lien for assessments and other charges provided herein with respect to any Lot shall be subordinate to the lien of any first mortgage encumbering such Lot. The sale or transfer of any Lot shall not affect any lien retained by the Association on a Lot; provided, however, that the sale or transfer of any Lot pursuant to first mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer.

5.11 In addition to the rights and remedies set forth above, if any Owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or 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. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 5.09 above. The failure of Developer, the Association or the Committee to institute proceedings for any one (1) or more violations of these Protective Covenants shall not

constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

ARTICLE VI **EASEMENTS**

6.01 Developer does hereby establish and reserve for itself, the Association, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the actions authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

6.02 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which the Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences, appurtenances and other utilities.

6.03 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portions of the Common Area for the purpose of installing, erecting, maintaining and using thereon above and below ground utility and cable television lines, pipes, poles, wires, cables, conduits, storm sewers, conveniences and other utilities.

6.04 Subject to any applicable rules and regulations adopted from time to time by the Association and the payment of any fees and charges which may from time to time be established by the Association, Developer does hereby grant to the Association and each Owner the non-exclusive right, privilege and easement of access to and the use of the Common Area in common with Developer, its successors and assigns.

ARTICLE VII **LAKE LOTS**

7.01 Developer contemplates that portions of the Development may include lakes and water areas. The use of lakes and water areas shall be subject to such rules and regulations which may be adopted and amended from time to time by the Association. Such restrictions may prohibit or limit the type of boating and other recreational activities in or upon such lake areas and may require that any improvements on or adjacent to such lake areas be approved by the Committee.

7.02 THE OWNER OF ANY LOT OR DWELLING ABUTTING ANY LAKE OR WATER AREAS WITHIN THE DEVELOPMENT, FOR HIMSELF, ANY OCCUPANT

OF THE SAME AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES"), BY ACCEPTANCE OF A DEED TO SUCH LOT, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE DEVELOPER, THE ASSOCIATION AND THE COMMITTEE, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSONAL PROPERTY, INCLUDING DEATH AS A RESULT OF ANY ENTRY ONTO THE LAKES OR WATER AREAS BY ANY OF THE RELEASING PARTIES, THE RISE AND FALL OF THE WATER LEVEL OF ANY LAKE OR ANY WATER AREA INCLUDING, WITHOUT LIMITATION, THE FLOW OF WATER ONTO AND OUT OF LAKES WHICH COULD RESULT IN OR CAUSE DAMAGE, BY FLOODING, SOIL EROSION OR OTHERWISE, TO THAT LAND OF ANY OWNER, THE IMPROVEMENTS ON ANY LOT OR ANY PERSONAL PROPERTY SITUATED ON ANY PORTION OF ANY LOT OR WHICH WOULD RESULT IN OR CAUSE ANY IMPROVEMENTS SITUATED OR ADJACENT TO THE LAKES OR WATER AREAS TO BE UNUSABLE DUE TO LOW WATER LEVELS. FURTHERMORE, THE RELEASING PARTIES DO HEREBY ACKNOWLEDGE AND AGREE THAT (I) NEITHER DEVELOPER, THE ASSOCIATION OR THE COMMITTEE NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITY ON OR ABOUT ANY OF THE LAKES WITHIN THE DEVELOPMENT, (II) THE USE OF THE LAKES AND WATER AREAS WITHIN THE DEVELOPMENT BY ANY OF THE RELEASING PARTIES SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE LAKES OR WATERWAYS AND (III) NEITHER DEVELOPER, THE ASSOCIATION OR THE COMMITTEE NOR ANY OF THEIR ASSIGNS, SHALL BE OBLIGATED TO TAKE ANY ACTION TO MAINTAIN A SPECIFIC WATER LEVEL FOR ANY OF THE LAKES OR WATERWAYS WITHIN THE DEVELOPMENT.

ARTICLE VIII

GOLF COURSE PROPERTY

8.01 Developer or Grantee of Developer (the City of Pelham, Alabama) contemplate (but shall have no obligation to do so) constructing a golf course, clubhouse and related facilities and amenities (collectively, the "Golf Course") adjacent to or in close proximity with the Property. **THE GOLF COURSE IS NOT PART OF THE COMMON AREA NOR IS IT TO BE GOVERNED BY THE PROVISIONS OF THESE PROTECTIVE COVENANTS. NO OWNER OF ANY LOT OR THE ASSOCIATION SHALL HAVE ANY RIGHT IN AND TO, OR ANY OBLIGATIONS WITH RESPECT TO, THE GOLF COURSE BY VIRTUE OF THESE PROTECTIVE COVENANTS OR BY VIRTUE OF THE OWNERSHIP OF ANY LOT WITHIN THE PROPERTY. THE GOLF COURSE IS TO BE USED SOLELY BY THE MEMBERS AND INVITEES OF THE GOLF CLUB AND OWNERSHIP OF**

ANY PORTION OF THE PROPERTY OR ANY LOT OR DWELLING THEREIN SHALL NOT ENTITLE SUCH OWNER TO ANY RIGHT IN, OR TO THE USE OF THE GOLF COURSE.

8.02 To the extent any Lot abuts or is adjacent to the Golf Course, Developer does hereby establish, for itself and its successors and assigns, a permanent, perpetual and exclusive easement over, across, through, upon and under those portions of any such Lot abutting the Golf Course upon which Developer has reserved an exclusive easement, as reflected on the recorded Subdivision Plat for such Lot, which exclusive easement area shall be maintained in an undisturbed natural state, free from any improvements, swimming pools, outdoor furniture, swing sets, outdoor recreational facilities, equipment and other devices, equipment, tools, machinery, buildings or other structures of any nature. The foregoing exclusive easement area reserved by Developer may be utilized by Developer, its successors and assigns, any person or entity which may own or lease the Golf Course and its respective members, guests, authorized users and caddies for entry thereon to remove golf balls therefrom, to search for golf balls and to otherwise enter the same to play golf from such easement area.

8.03 The Owner of any Lot situated adjacent to or in close proximity with the Golf Course, by acceptance of a deed to such Lot, hereby waives and releases Developer, the Committee, the Association and the owners, lessees and operators of the Golf Course and their respective officers, directors, shareholders, members and partners, from any and all liability of any nature whatsoever arising out of or in connection with any damage or injury (including death) to person or property caused by any golf balls entering onto such Owner's Lot.

8.04 The Owner of any Lot lying adjacent to any portion of the Golf Course, as well as their family members, guests, agents and invitees, shall refrain from any actions or activities which would distract the play of golf on the Golf Course or which would otherwise create a nuisance. Such prohibited activities include, without limitation, burning materials where smoke would interfere with the play of golf, allowing dogs or other pets to bark, create odors or otherwise become a nuisance to golfers, entry onto the Golf Course, playing loud radios, televisions, stereos or musical instruments, running or walking on the Golf Course, the cart paths thereof or otherwise picking up golf balls or any other interference of any nature with the play of golf on the Golf Course. **NO OWNER, HIS HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, INVITEES, FAMILY MEMBERS, GUESTS OR OTHER PERSONS COMING ONTO THE PROPERTY OR ANY LOT THEREIN, SHALL ENTER ONTO ANY OF THE PROPERTY COMPRISING THE GOLF COURSE UNLESS THE OWNER, LESSEE OR OPERATOR OF THE GOLF COURSE HAS IN WRITING APPROVED SUCH ENTRY ON SUCH TERMS AND CONDITIONS AS THE OWNER, LESSEE OR OPERATOR OF THE GOLF COURSE MAY, IN ITS SOLE DISCRETION, DETERMINE.**

ARTICLE IX
MISCELLANEOUS

9.01 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity within the Property to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to these Protective Covenants which need not be consented to or approved by any Owner or his mortgagee and which may contain different terms, conditions, restrictions and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Shelby County, Alabama, submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include Owners of all Lots within the Property and the Owners of all Lots within such Additional Property, (b) all references herein to the Property shall include the Additional Property, and (c) the number of votes in the Association shall be increased by the number of Lots within the Additional Property so that there shall continue to be one (1) vote in the Association per Lot within the Property. In no event shall Developer be obligated to submit any Additional Property to the provisions of these Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity within the Property.

9.02 The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall inure to the benefit of Developer, the Committee, the Association and all of the Owners of any of the Lots within the Property. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

9.03 It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of all votes in the Association, it is agreed to change the same in whole or part.

9.04 Subject to the provisions of Sections 9.01 and 9.09 hereof, these covenants and restrictions may be amended or altered (a) solely by Developer during such periods of time as the Developer owns any Lots within the Property, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot, or (b) by the (i) vote of fifty-one percent (51%) of all votes in the Association and (ii) written agreement of the Developer.

9.05 All personal pronouns used herein, whether used in masculine, feminine or neuter gender, shall include all genders. The use of the singular tense shall include the plural and vice versa.

9.06 Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

9.07 Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

9.08 Whenever in these Protective Covenants, Developer, the Association or the Committee has the right to approve, consent to or require any action to be taken, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the Committee, as the case may be.

9.09 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, without any obligation or requirement to obtain the consent or approval of any Owners or any of their mortgagees, to (a) add any additional real Property to the Development to the extent the same may be developed for Residential Lots, (b) amend Exhibit "A" attached hereto in order to add or remove any real property from the definition of the Development, (c) alter, change or extend any roadways within the Development or alter any street grades of any roads within the Development, without liability to the Owners for any claims for damages resulting from such alterations or changes, and (d) change, modify or adopt different covenants and restrictions which would affect the Residential Lots within other portions of the Development, which covenants and restrictions may be different from those set forth in these Protective Covenants. Developer may undertake any of the actions set forth in this Section 9.09, including, without limitation, executing and recording amendments to these Protective Covenants with respect to any of the matters described in items (a) through (d) above, without the consent or approval of any Owner or his mortgagee. **The Protective Covenants shall be applicable only to the Property, and shall not extend to or be binding upon any other real property owned by Developer or any portion of the Development unless expressly subjected to the terms and provisions of these Protective Covenants by an instrument duly executed by Developer and recorded in the Office of the Judge of Probate of Shelby County, Alabama. The Development shall not include any real property which may be developed for schools, golf courses, commercial uses or any other uses which are not Residential Lots (collectively, "Non-Residential Uses") and any of the real property described in Exhibit "A" hereto which is developed for Non-Residential Uses shall not be subject to assessments pursuant to these Protective Covenants or pursuant to the Articles of Incorporation or Bylaws of the Association.**

9.10 In addition to the covenants contained herein, all lots fronting or adjacent to a lake shall also be subject to those certain Lake Covenants recorded in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, the Developer, and the owners of all other Lots, subject to the Original Covenants, have executed this instrument on the 22nd day of October, 2008.

MOBLEY DEVELOPMENT, INC.

By: 
J. Steven Mobley, President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name as President of Mobley Development, Inc., 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 officer and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of October, 2008.

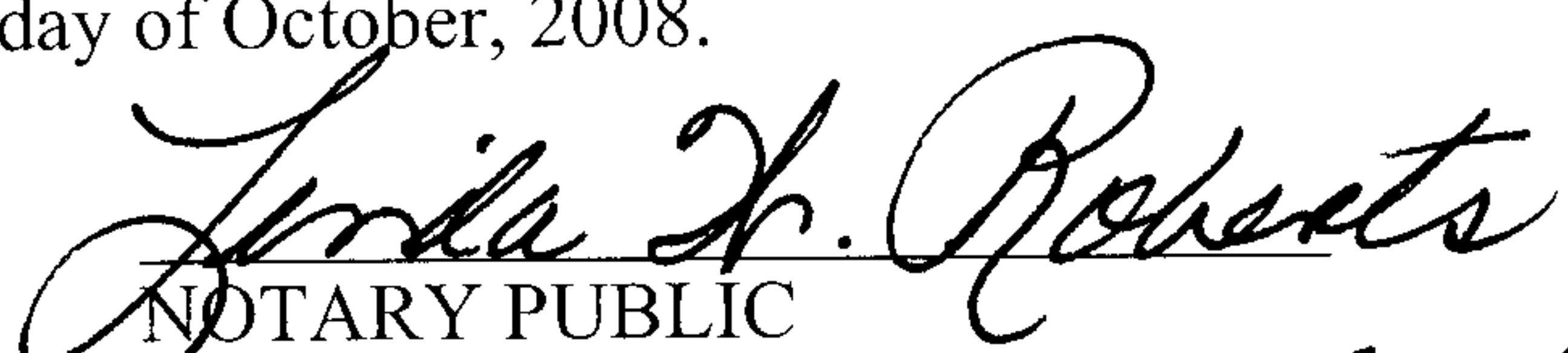

NOTARY PUBLIC
My Commission Expires: 3-29-09

EXHIBIT "A"

All of Section 28; Township 20 South, Range 2 West, and
The North One-Fourth of Section 33, Township 20 South, Range 2 West, and
The North One-Half of the Northwest Quarter and the Northeast Quarter of the
Northeast Quarter of Section 32, Township 20 South, Range 2 West, and
The South One-Half of Section 31, Township 20 South, Range 2 West, and
The East One-Half of the Northeast Quarter of Section 31, Township 20 South,
Range 2 West.


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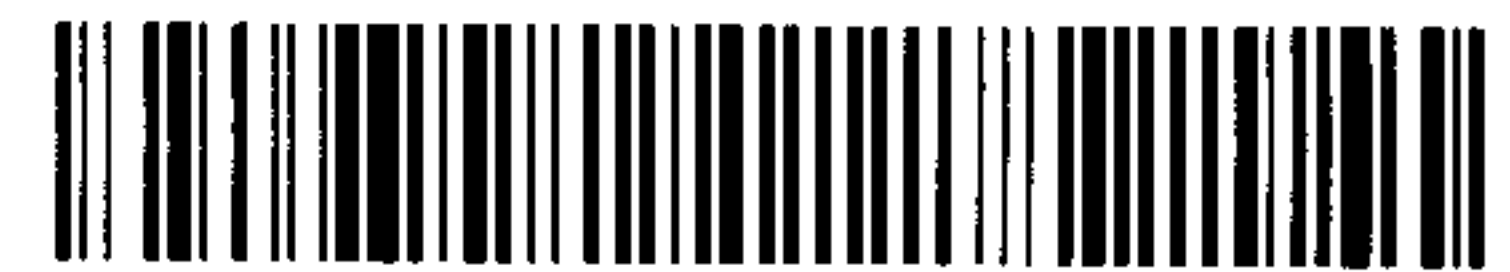
Less and except that portion known as Survey of Weatherly-Windsor Sector 11 recorded in Map Book 18, Page 80; Weatherly Sector 13 recorded in Map Book 22, Page 003; Weatherly Sector 15 recorded in Map Book 19, Page 122, and recorded in Map Book 20, Page 8; Weatherly Sector 16 recorded in Map Book 19, Page 151; Weatherly Sector 17 recorded in Map Book 20, Page 86, and recorded in Map Book 21, Page 110; Weatherly Sector 18 recorded in Map Book 21, Page 148; Weatherly Sector 21 recorded in Map Book 20, Page 7; Weatherly Sector 22 recorded in Map Book 21, Page 59; Weatherly Sector 23 recorded in Map Book 21, Page 16; Weatherly Sector 24 recorded in Map Book 20, Page 144, and Weatherly Sector 25 recorded in Map Book 21, Page 001, all recorded in the Office of the Judge of Probate, Shelby County, Alabama.

Also less and except the Weatherly Swim and Tennis Club described as follows:
Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 20, Page 08, run in a Northeasterly direction along the Southeast line of Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an existing iron pin being on the curved Southwest right-of-way line of Weatherly Club Drive said Southwesterly right-of-way line of Weatherly Club Drive being concave in a Southwest direction and having a central angle of 26 degrees, 55 minutes, 54 seconds and radius of 1050.0 feet; thence turn an angle to the right (98 degrees, 30 minutes, 30 seconds to the chord of said curve) and run in a Southeasterly direction along the arc of said curve and Southwesterly right-of-way line for a distance of 493.55 feet to an existing iron rebar being at a point of intersection with the Northwest right-of-way line of Wembley Way; thence turn an angle to the right (112 degrees, 27 minutes, 23 seconds from last mentioned chord line) and run in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way for a distance of 184.92 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 36 degrees, 39 minutes, 09 seconds and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right-of-way line of Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees, 00 minutes, 39 seconds and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees, 55 minutes, 37 seconds and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees, 48 minutes, 27 seconds and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees, 56 minutes, 33 seconds and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning.

Also less and except the Shelby County School Site more particularly described as follows:

Part of the Southeast 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:
Beginning at an existing 2 inch capped pipe being the locally accepted Southeast corner of said Section 31, run in a Westerly direction along the South line of said Section for a distance of 1328.70 feet to an existing 2 inch capped pipe; thence turn an angle to the left of 0 degrees 15 minutes 08 seconds and run in a Westerly direction along the South line of said Section for a distance of 911.50 feet; thence turn an angle to the right of 90 degrees and run in a Northerly direction for a distance of 48.92 feet; thence turn an angle to the right of 77 degrees 45 minutes 38 seconds and run in a Northeasterly direction for a distance of 147.54 feet to a point of curve, said curve being concave in a Southerly direction and having a central angle of 14



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EXHIBIT "A" Cont'd.

degrees 13 minutes 31 seconds and a radius of 571.06 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in an Easterly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a Northwesterly direction and having a central angle of 34 degrees 25 minutes 37 seconds and a radius of 272.08 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 191.62 feet to the point of beginning of a third curve, said third curve being concave in a Northwesterly direction and having a central angle of 13 degrees 15 minutes 37 seconds and a radius of 442.61 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 102.43 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 248.82 feet to the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of 24 degrees 59 minutes 01 seconds and a radius of 366.22 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 159.69 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 12.07 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 31 degrees 51 minutes 26 seconds and a radius of 345.35 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 192.02 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 1302.67 feet to the point of beginning of another curve, said curve being concave in a Northwesterly direction and having a central angle of 37 degrees 06 minutes 32 seconds and a radius of 481.06 feet; thence turn an angle to the left and run in a Northeasterly and Northerly direction along the arc of said curve for a distance of 311.57 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve for a distance of 490.39 feet; thence turn an angle to the right of 90 degrees and run in an Easterly direction of a distance of 99.28 feet, more or less, to a point on the East line of said Section 31; thence turn an angle to the right of 88 degrees 00 minutes 04 seconds and run in a Southerly direction along the East line of said Section for a distance of 1179.45 feet to an existing 3- 1/2 inch capped iron pipe being the locally accepted Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence turn an angle to the left of 0 degrees 06 minutes 58 seconds and run in a Southerly direction along the East line of said Southeast 1/4 of Southeast 1/4 of said Section 31 for a distance of 1325.51 feet, more or less, to the point of beginning.

Also less and excepted the Weatherly Sewer Treatment Plant described as follows:

A part of Section 31 and Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3 inch open top pipe being the locally accepted Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, run in a Westerly direction along the South line of said Southwest 1/4 of Northwest 1/4 for a distance of 1336.58 feet to an existing open top iron pipe being the locally accepted Southwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 32; thence turn an angle to the left of 91 degrees 47 minutes 05 seconds and run in a Southerly direction for a distance of 140.25 feet to an existing iron rebar; thence turn an angle to the right of 91 degrees 59 minutes 56 seconds and run in a Westerly direction for a distance of 99.28 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 49 degrees 38 minutes 38 seconds and a radius of 553.77 feet; thence turn an angle to the right (90 degrees to tangent) and run in a Northerly and Northeasterly direction along the arc of said curve for a distance of 553.77 feet to a point of compound curve, said newest curve being concave in a Southeasterly direction and having a central angle of 20 degrees 13 minutes 34 seconds and radius of 604.44 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 213.37 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 827.97 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 19 degrees 32 minutes 42 seconds and a radius of 1440.28 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 491.31 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 508.82 feet to the point of beginning of another curve, said latest curve being concave in a

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Southeasterly direction and having a central angle of 13 degrees 5 minutes 40 seconds and a radius of 220.0 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 50.28 feet; thence turn an angle to the right (121 degrees 08 minutes 58 seconds from the chord of last mentioned curve) and run in a Southerly direction for a distance of 1329.97 feet to an existing 3 inch open top iron pipe; thence turn an angle to the right of 91 degrees 55 minutes 43 seconds and run in a Westerly direction along the South line of the Southeast ¼ of the Northwest ¼ of said Section 32 for a distance of 658.48 feet, more or less, to the point of beginning.

All of said parcels are situated in Shelby County, Alabama.

Also less and except Parcels I, II and III conveyed to the City of Pelham, Alabama in that certain deed recorded in Instrument #1999-47823 in the Office of the Judge of Probate of Shelby County, Alabama.

Also less and except that certain parcel conveyed to Weatherly Partners, L.L.C. in that certain deed recorded in Instrument #2000-28449 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL 2 (Martin 100)

The Northwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, and

The Southwest 1/4 of the Northwest 1/4 and the West One-Half of the Southeast 1/4 of the Northwest 1/4, all in Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

PARCEL 3 (Bettini 79)

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NW corner of the SW 1/4 of NW 1/4 of Section 33, Township 20 South, Range 2 West; thence South 87 degrees, 34 minutes, 13 seconds East a distance of 3000.00 feet; thence South 54 degrees, 23 minutes, 13 seconds West a distance of 3730.91 feet; thence North 0 degrees, 53 minutes, 51 seconds East a distance of 983.26 feet; thence North 0 degrees, 53 minutes, 17 seconds East a distance of 1316.74 feet to the point of beginning.

PARCEL 4 (Kimberly Clark 560)

The Southwest Quarter, the South One-Half of the Northeast Quarter, and the Southeast Quarter, all in Section 27, Township 20 South, Range 2 West, and

The North One-Half of the Northwest Quarter, and the North One-Half of the Northeast Quarter, all in Section 34, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Less and except a parcel of land situated in the SE 1/4 of the SE 1/4 of Section 27, and in the NE 1/4 of the NE 1/4 of Section 34, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the SE corner of Section 27, Township 20 South, Range 2 West, said point being the point of beginning; thence North 2 degrees, 32 minutes, 48 seconds West along the Easterly boundary of said section a distance of 80.00 feet; thence South 88 degrees, 26 minutes, 21 seconds West a distance of 208.71 feet; thence South 2 degrees, 32 minutes, 48 seconds East a distance of 208.74 feet; thence North 88 degrees, 26 minutes, 21 seconds East a distance of 208.71 feet, more or less, to the Easterly boundary of Section 34; thence in a Northerly direction along the Easterly boundary of said section a distance of 128.74 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

PARCEL 5 (Chambers 317)

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the East boundary of Section 29, 4761.79 feet; thence turn South 52 degrees, 22 minutes, 25 seconds West a distance of 1060.75 feet; thence turn South 41 degrees, 25 minutes, 19 seconds West a distance of 840.19 feet; thence turn South 34 degrees, 22 minutes, 38 seconds West a distance of 2074.81 feet; thence turn South 24 degrees, 11 minutes, 52 seconds East a distance of 282.99 feet; thence turn South 37 degrees, 7 minutes, 24 seconds West a distance of 1611.65 feet; thence turn South 82 degrees, 37 minutes, 6 seconds East a



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distance of 738.93 feet; thence proceed in an Easterly direction for a distance of 2655.99 feet to the point of beginning. Said property lies in Section 29, Township 20 South, Range 2 West.

Begin at the NE corner of Section 28, Township 20 South, Range 2 West and proceed South 89 degrees, 3 minutes, 46 seconds West along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn North 2 degrees, 0 minutes, 49 seconds East a distance of 2632.34 feet; thence turn North 84 degrees, 37 minutes, 27 seconds West a distance of 1284.38 feet; thence turn South 40 degrees, 24 minutes, 20 seconds West a distance of 3078.00 feet to a point along the North boundary of Section 28; thence South 82 degrees, 46 minutes, 09 seconds East a distance of 602.30 feet; thence in an Easterly direction a distance of 2605.03 feet, more or less, to the point of beginning. Said property lies in Section 21, Township 20 South, Range 2 West.

LESS AND EXCEPT

Part of Section 31 and part of Section 32, both in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

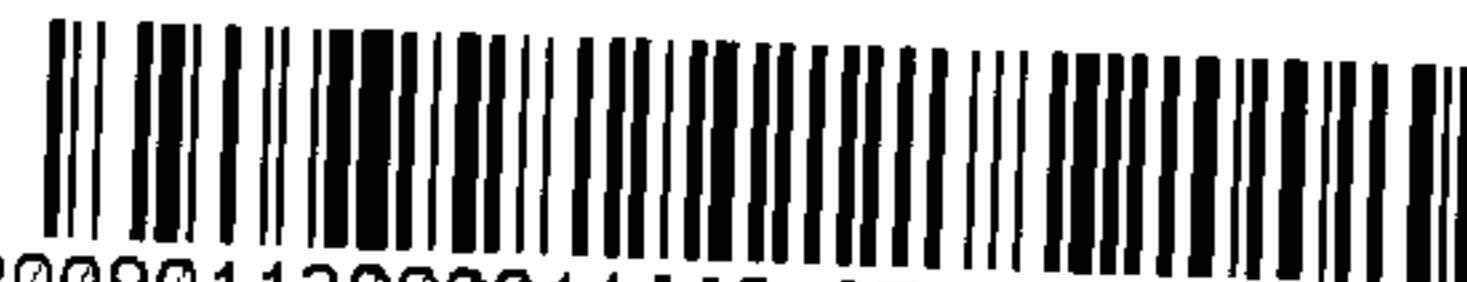
Beginning at an existing iron rebar being the most southerly corner of Lot 1331, Weatherly Wixford Forest-Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 22, pages 23 A&B, run in a northeasterly direction along the southeast line of Lots 1331, 1332, 1333, 1334, 1335 and 1336 for a distance of 1075.0 feet to an existing iron rebar being the most easterly corner of said Lot 1336; thence turn an angle to the right of 2 degrees-0 minutes and run in a northeasterly direction along the southeast lines of Lots 1337 and 1338 for a distance of 490.0 feet to an existing iron rebar, thence turn an angle to the left of 11 degrees-53 minutes-31 seconds and run in a northeasterly direction along the southeast lines of Lots 37, 38, 39, 40, 41 of Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, in Map Book 18, Page 80, and also along the southeast line of Lot 42, A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 18, Page 84, for a distance of 1378.99 feet to an existing iron rebar; thence turn an angle to the left of 29 degrees-59 minutes-17 seconds and run in a northerly direction along the east line of said Lot 42 and Lot 43 of A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11 for a distance of 141.95 feet; thence turn an angle to the right of 89 degrees-52 minutes-48 seconds and run in an easterly direction along the south line of Lot 43 of said subdivision for a distance of 154.29 feet; thence turn an angle to the left of 90 degrees-00 minutes-28 seconds and run in a northerly direction along the east line of said Lot 43 and along the east line of Lots 48, 49, 50 and 51 of Weatherly Windsor Sector 11, as recorded in Map Book 18, page 80 for a distance of 1311.82 feet; thence turn an angle to the right of 96 degrees-41 minutes-40 seconds and run in an easterly direction along the south line of Lot 113, Weatherly Windsor Sector 8, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 110 for a distance of 374.31 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-10 minutes-06 seconds and run in an easterly direction along the south line of Lot 112 of said Weatherly Windsor Sector 8 for a distance of 310.11 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-19 minutes-38 seconds and run in an easterly direction along the south line of Lot 109, Weatherly Oxford Sector 10, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 38, for a distance of 225.29 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-03 minutes-35 seconds and run in an easterly direction for a distance of 63.19 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-12 minutes-54 seconds and run in an easterly direction along the south line of Lot 108, Weatherly Oxford Sector 10, as recorded in Map Book 9, Page 38, for a distance of 240.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 270.0 feet; thence turn an angle to the right of 90 degrees and run in a westerly direction for a distance of 135.0 feet; thence turn an angle to the left of 60 degrees-05 minutes-31 seconds and run in a southwesterly direction for a distance of 300.37 feet; thence turn an angle to the left of 12 degrees-09 minutes-18 seconds and run in a southwesterly direction for a distance of 181.25 feet; thence turn an angle to the right of 12 degrees-25 minutes-33 seconds and run in a southwesterly direction for a distance of 375.0 feet; thence turn an angle to the left of 15 degrees-04 minutes-07 seconds and run in a southwesterly direction for a distance of 161.55 feet; thence turn an angle to the right of 10 degrees-13 minutes-15 seconds and run in a southwesterly direction for a distance of 168.73 feet; thence turn an angle to the left of 4 degrees-32 minutes-20 seconds and run in a southwesterly direction for a distance of 361.44 feet; thence turn an angle to the right of 10 degrees-45 minutes-45 seconds and run in a southwesterly direction for a distance of 212.13 feet; thence turn an angle to the left of 10 degrees-07 minutes-41 seconds and run in a



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southwesterly direction for a distance of 430.26 feet; thence turn an angle to the right of 7 degrees-19 minutes-43 seconds and run in a southwesterly direction for a distance of 376.72 feet; thence turn an angle to the left of 3 degrees-44 minutes-50 seconds and run in a southwesterly direction for a distance of 1158.73 feet; thence turn an angle to the right of 5 degrees-26 minutes-45 seconds and run in a southwesterly direction for a distance of 500.62 feet; thence turn an angle to the left of 2 degrees-09 minutes-47 seconds and run in a southwesterly direction for a distance of 800.79 feet; thence turn an angle to the right of 4 degrees-37 minutes-53 seconds and run in a southwesterly direction for a distance of 639.02 feet; thence turn an angle to the left of 27 degrees-03 minutes-11 seconds and run in a southwesterly direction for a distance of 118.92 feet; thence turn an angle to the left of 42 degrees-57 minutes 33 seconds and run in a southerly direction for a distance of 60.0 feet to a point on a curve, said curve being concave in a northerly direction and having a central angle of 34 degrees-25 minutes-37 seconds and a radius of 272.08 feet; thence turn an angle to the right (90 degrees to tangent) and run in a westerly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve, thence run in a westerly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a southerly direction and having a central angle of 14 degrees-13 minutes-31 seconds and a radius of 571.06 feet; thence turn an angle to the left and run in a westerly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in a westerly direction along a line tangent to the end of said curve for a distance of 147.54 feet to the point of beginning of a new curve, said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 466.35 feet; thence turn an angle to the right and run in a northwesterly and northerly direction along the arc of said curve for a distance of 713.91 feet to the point of ending of said curve; thence run in a northerly direction along a line tangent to the end of said curve for a distance of 250.0 feet to a point at the end of a road right-of-way for Weatherly Club Drive; thence turn an angle to the right of 90 degrees and run in an easterly direction along the end of said road right-of-way for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 250.0 feet to the point of beginning of a curve; said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 406.35 feet; thence turn an angle to the left and run in a southerly and southeasterly direction along the arc of said curve for a distance of 622.06 feet to the point of ending of said curve; thence run in an easterly direction along a line tangent to the end of said curve for a distance of 128.36 feet; thence turn an angle to the left of 80 degrees-48 minutes-34 seconds and run in a northerly direction for a distance of 108.15 feet; thence turn an angle to the left of 11 degrees-24 minutes-16 seconds and run in a northwesterly direction for a distance of 174.05 feet; thence turn an angle to the left of 59 degrees-34 minutes-43 seconds and run in a northwesterly direction for a distance of 193.14 feet; thence turn an angle to the right of 106 degrees-29 minutes-18 seconds and run in a northeasterly direction for a distance of 552.73 feet to an existing iron rebar being on the southeast line of Lot 1323, Weatherly Wixford Forest Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, Pages 23 A&B; thence turn an angle to the right of 2 degrees-33 minutes-44 seconds and run in a northeasterly direction along the southeast line of said Lot 1323 and Lots 1324, 1325, 1326, 1327, 1328, 1329 and 1330, for a distance of 786.52 feet, more or less, to the point of beginning.



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