



AlabamaLandAgent.com

Land • Farms • Lake Property

**Chad Camp
205-478-4974**



80+/- ACRES

Jacksonville, AL - GPS 33.8608813, -86.6940893

Hurricane Mountain 80 Acres bordering 3,000 acres of Talladega National Forest is moments outside of Jacksonville, Alabama. Now you don't have to drive to Tennessee for a unique property to getaway. The 80 Acre Tract is apart of Woodland Hills, a private gated paradise of large tract landowners at the basin of Appalachian Mountains. You have well drilled and power onsite. You meander along a scenic road which is a maintained by the owner in Woodland Hills. You have several sites to build a cabin with each potentially having magnificent views looking toward White Plains and Jacksonville. You have a mountain stream and large rock walls, some towering 12 ft in height. Deer signs are everywhere with scrapes, rubs and trails. An idea from a past sale on the other side of Hurricane Mountain, is to utilize the mountain stream to make a small pond to hold water for trout during the winter months, see end of video below for pictures of that property. Property is accessed from Maple Lane off Hwy 21 which is a paved road then you turn down deer valley which turns into dirt road. The 80 Acres is approximately 4 miles off Hwy 21. Property is appointment only.

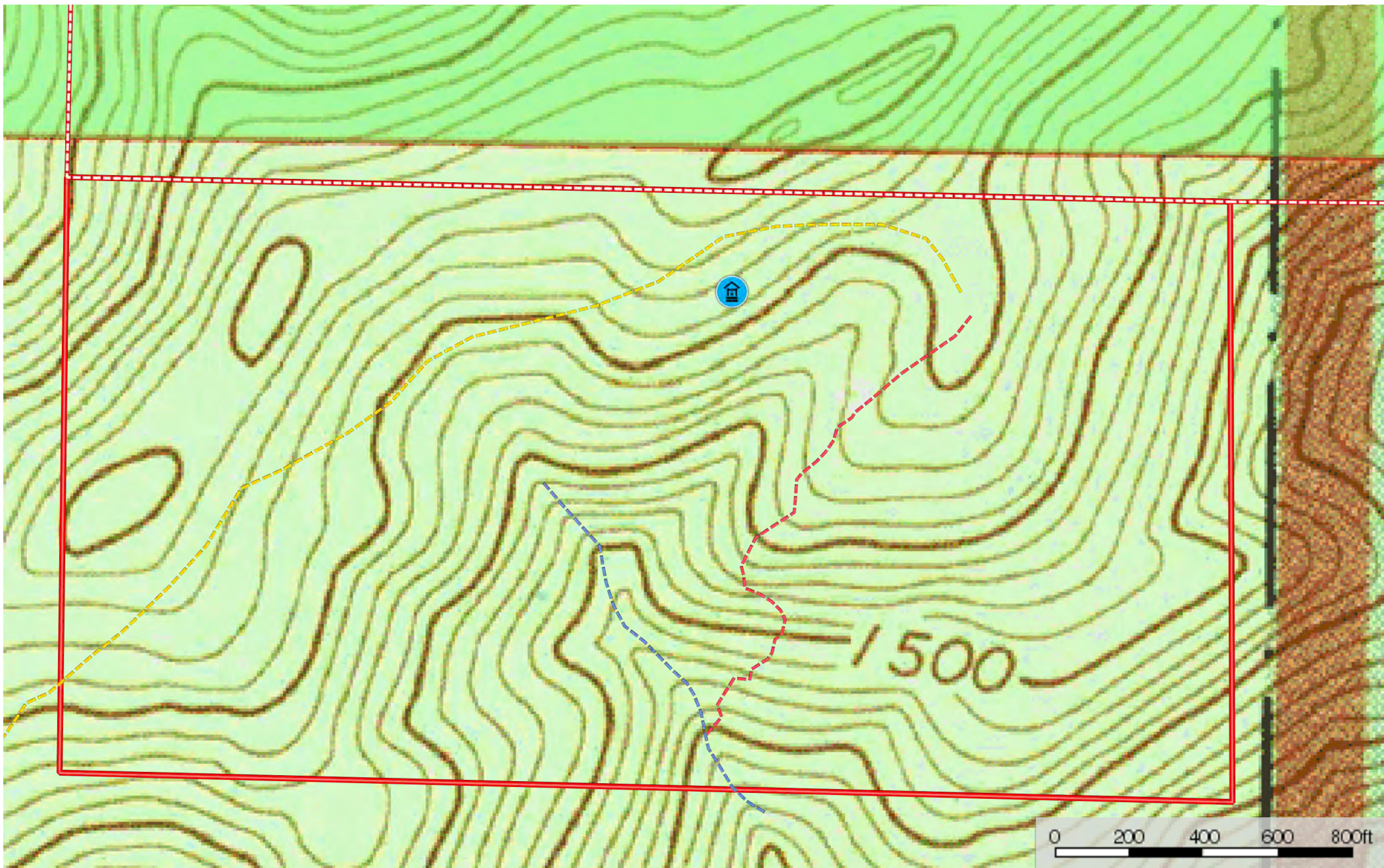
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Well

 Stream

 Road / Trail 1

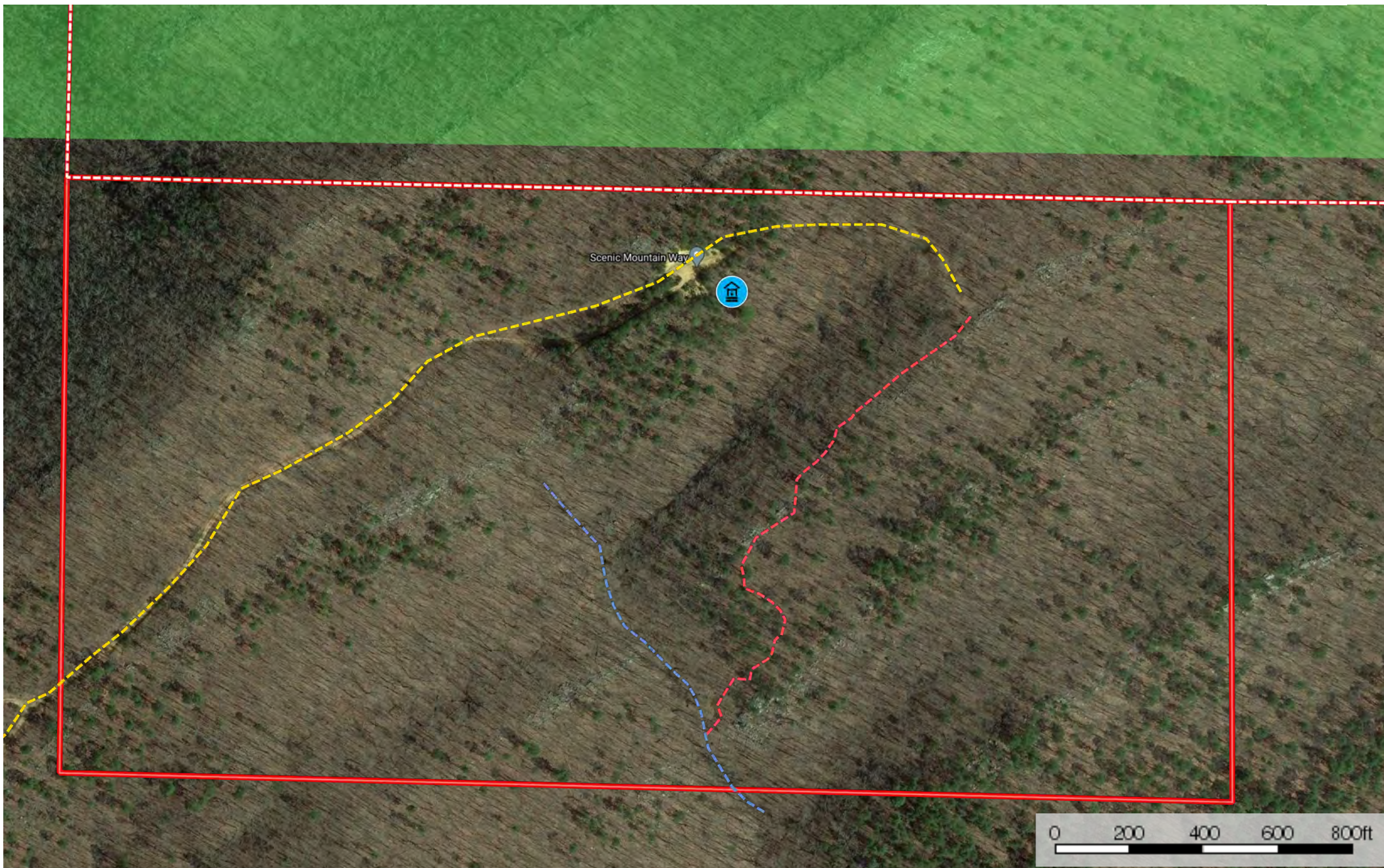
 Road / Trail



 Boundary

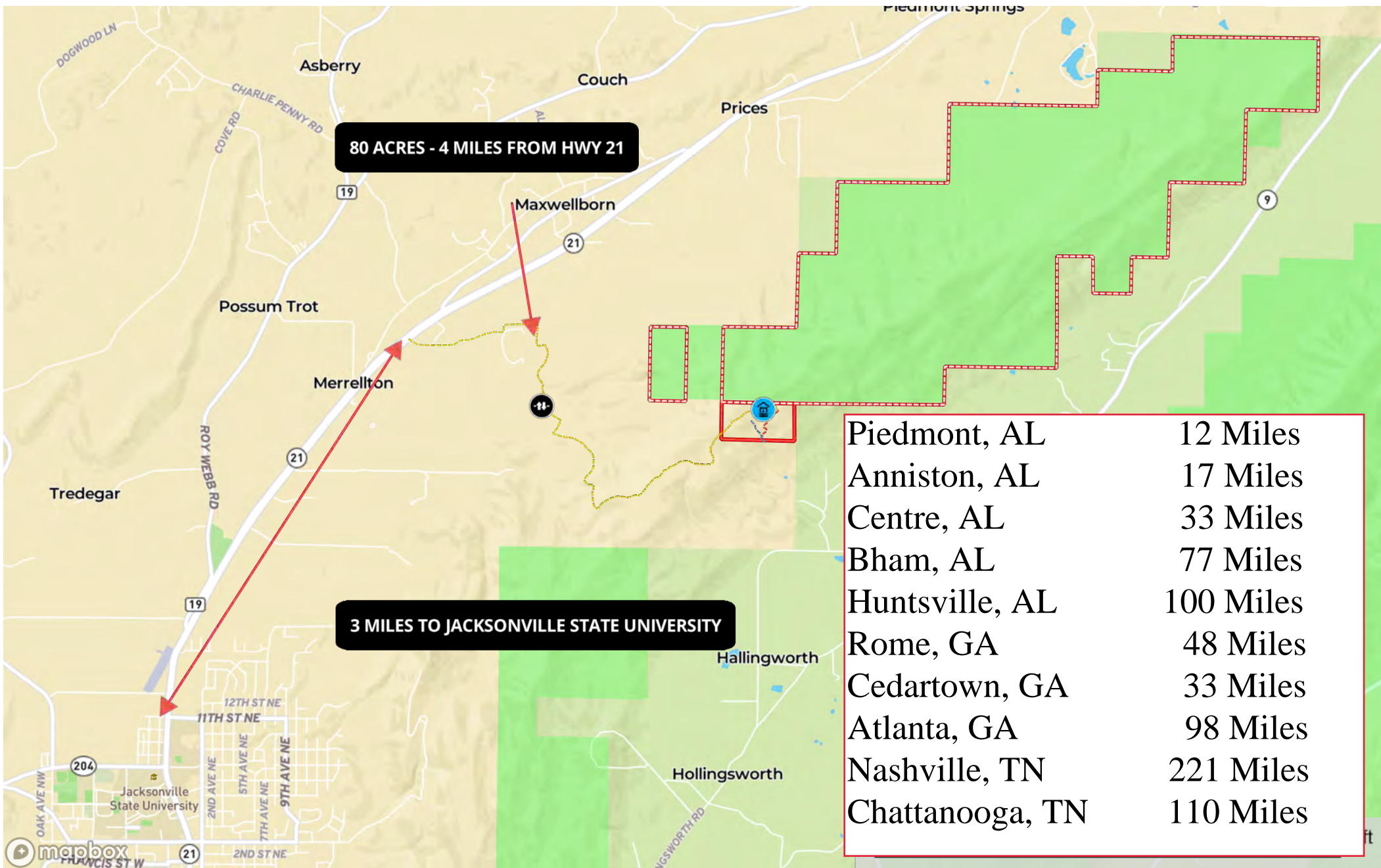
 80 Acres



Forest Service



-  Well
-  Stream
-  Road / Trail 1
-  Road / Trail
-  Boundary
-  80 Acres
-  Forest Service



Things to do

The Calhoun County area is located in northeast Alabama at the foot of the Appalachian Mountains. The county offers breathtaking scenery year round. The area's natural beauty has made it the ultimate haven for outdoor recreation.



Bikers will enjoy the **Chief Ladiga Trail** (Alabama's first extended rails-to trails project) which runs from Piedmont, through Jacksonville, Weaver, and Anniston along its 32-mile path to the Georgia border where it connects with the Silver Comet Trail.

Play Video

Cheaha State Park is located atop Mt. Cheaha, the highest peak in Alabama at 2,407 feet, and is just a few minutes from Calhoun County. The park and the mountain take their name from the Creek word "Chaha," which translates roughly to "High Place." Cheaha State Park is located in the middle of the 280,000-acre Talladega National Forest. The park is handicap accessible and provides majestic views, motel facilities, cabins, chalets, camping accommodations as well as fishing, hiking and swimming.



The **Dugger Mountain Nation Wilderness Area**, located in the Talladega National Forest & Calhoun County, is the second highest peak in Alabama and home to hundreds of plant and animal species. Its natural beauty and breathtaking scenery make it the perfect place to camp, hunt, hike, fish or ride horseback through the trails.



Talladega Superspeedway, known as the fastest, most competitive motorsports venue in the world, is located close by. Records for the most lead changes, most leaders, fastest qualifying speed and

fastest average race speed have been established at Talladega. Talladega hosts the NASCAR Spring Cup Series, the NASCAR Nationwide Series, the NASCAR Camping World Truck Series and the Automobile Racing Club of America (ARCA). Several driving schools regularly visit the speedway including the Dale Jarrett Racing Adventure, Richard Petty Driving Experience and the NASCAR experience. The facility is also used for various automotive testing purposes.



The **International Motorsports Hall of Fame and Museum** is dedicated to the preservation of the history of motorsports. The facility is located next to the Talladega Superspeedway and houses a collection of racing vehicles and memorabilia from 1902 to the present. The annual International Motorsports Hall of Fame Induction Ceremony is held each year on the grounds of the museum to honor those men and women chosen for induction from among the greatest names in all of motorsports.



Golfers have access to several **golf courses** including Silver Lakes, one of the 10 courses making up the Robert Trent Jones Golf Trail. Other popular area golf courses include Stoney Brook Golf Course, Anniston Municipal Golf Course, Cane Creek, Cider Ridge, Indian Oaks, Pine Hill and the private Anniston Country Club course.



The **North Alabama Birding Trail** encompasses 50 viewing sites in 11 counties. All sites can be accessed by vehicle, and many also have associated walking and hiking trails. Canoeists and boaters will enjoy the waters of Piedmont's Terrapin Creek.



Anniston is home to the **Anniston Museum of Natural History** and the Berman Museum of World History, both located in LaGarde Park. At the Anniston Museum of Natural History, one can explore the wilds of Africa, the wonders of the North American wilderness and the mysteries of 2,000 year-old mummies in the museum's seven exhibit halls. The museum is home to one of the country's oldest exhibits of birds in their habitats.



The **Berman Museum of World History** houses a unique collection of 8,000 artifacts from throughout the world and the weapons collection of the late Farley Berman, a Calhoun Countian who worked for military intelligence during his career. Included in the collection are hundreds of bronzes, paintings by European and American artists, historically significant artifacts, ethnographic material, art from Asia, weaponry, and historical documents. The museum has rotating displays as well, showcasing some of Alabama's best artists and/or collections of interesting artifacts.



Since 1946 the **Knox Concert Series** has brought world-renowned musical and dance productions to the area.



Jacksonville State University's Drama Department presents 5-6 productions each year. JSU is one of only four theatre departments in the state of Alabama to be accredited by the National Association of Schools of Theatre.



Community Actors Studio Theatre (CAST), a local theatre group, hosts three plays and one musical each year.

WOODLAND HILLS
INDENTURE OF TRUST AND DECLARATION OF RESTRICTIONS

THIS INDENTURE OF TRUST AND DECLARATION OF RESTRICTIONS, *Detoken*
hereinafter referred to as this "Indenture", made and entered into this 27th day of October,
2000, by and between Gilbert A. Banks, Jr., "Grantor", and Gilbert A. Banks, Jr., an
individual, Mike Walker, an individual, and Tim Walker, an individual, "Trustees", as
follows:

WHEREAS, Grantor is the fee owner to the following described real property described
in Exhibit "A" which is incorporated herein by reference and is located in the County of
Calhoun, State of Alabama, which is known as Woodland Hills hereinafter.

WHEREAS, there are designated, established, and recited on tract of Woodland Hills
(hereinafter sometimes referred to as the "Tract of Land") certain easements for
ingress and egress and utilities along existing roadways as shown by map or plat of roadway
and utility easements of Woodland Hills recorded in Plat Book "EE", Pages 26-27 at
Slide 329, Probate Office, Calhoun County, Alabama.

WHEREAS, all reservations, limitations, conditions, and easements and covenants herein
contained, and any and all of which are hereafter termed "Restrictions", are jointly and severally
for the benefit of all persons who may purchase, hold or reside upon any portion, lot or parcel of
the Tract of Land covered by this instrument, and their respective tenants, invitees, successors
and assigns, and it is intended that these Restrictions shall run with the land; and

WHEREAS, Grantor desires to establish in the Trustees sufficient authority and also
sufficient right, title and interest in the Tract of Land to carry out the purposes of this Indenture

NOW, THEREFORE, for and in consideration of the premises and of the mutual
promises, covenants and agreements made by the parties hereto, each to the other, and to the
agreement and consent of the Trustees to act as Trustees hereunder, Grantor does by these
presents, grant, bargain, sell, convey and confirm unto the Trustees, irrevocably, in their
capacities as Trustees hereunder, and unto their successors in trust, so long as this Indenture shall
remain in force and effect, a non-exclusive easement for ingress and egress over the following
described property and property interests in the Tract of Land (collectively, the
"Property"), to wit:

Recording Fee	36.00
TOTAL	36.00

(A) All roads and utility easements established by map of roadway and
utility easements of Woodland Hills recorded in Plat Book "EE", Pages 26-27 at
Slide 329, Probate Office, Calhoun County, Alabama.

(B) Any improvements now or hereafter constructed upon any of the foregoing
pursuant to this Indenture, including but not limited to gates, road lights, sidewalks, and
any other structure for the common use of the lot or parcel owners.

TO HAVE AND TO HOLD the aforesaid Tract in trust in accordance with and pursuant
to this Indenture, together with all rights and appurtenances to the same belonging unto the said
Trustees and to their successors and assigns for the sole benefit, use and enjoyment of the
owners of the Tract, their heirs, successors and assigns subject to easements, conditions,
restrictions, deed of trust and rights-of-way of record. Grantor hereby covenants that it and its
successors and assigns shall and will WARRANT AND DEFEND the title to the premises unto
the said Trustees, and their successors and assigns, forever against the claims of all persons
whomsoever, excepting, however, the general taxes, if any, becoming a lien after the date of
this instrument.

Recorded in DEED BK 3002 PG 884, 01/03/2001 03:44:28 PM
Arthur C. Murphy, Judge of Probate, Calhoun County, Alabama

I. TRUSTEES' DUTIES AND POWERS

The Grantor hereby invests the Trustees, and their successors, with the following rights, powers, duties, authorities, and obligations:

1. The power and authority to promulgate rules and regulations for the use of all roads, and in general to exercise such control over the Property; including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over the roads for services to each lot or parcel.

2. The power to prevent, in their own name as Trustees, any infringement and to compel the performance of any restriction or provision set out in this Indenture or established by law, and also any rules and regulations issued by the Trustees covering the use of any Property, facilities or improvements subject to their control or any matters relating hereto.

3. The power to receive, hold, convey, dispose and administer in trust, for any purpose mentioned in this Indenture, any gift, grant, conveyance or donation of money or real or personal property.

4. The power to purchase insurance against all risks, casualties, and liabilities of every nature and description, including but not limited to, fiduciary, public liability and property damage insurance, as the Trustees may deem necessary and property.

5. The power to assess property owners within the Tract of Land, in order to provide the means necessary for the Trustees to perform the duties and avail themselves of and exercise the rights and powers herein created and to provide for the maintenance and reconstruction of the Property, including, but not limited to, such items as road maintenance.

6. The Trustees, in exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provision of this Indenture, may from time to time enter into contracts, employ agents, servants and labor as they may deem necessary, and employ counsel to institute, prosecute, dismiss and settle such suits brought against them individually or collectively in their capacity as Trustees and the Trustees shall likewise have all other such powers without limitations necessary or useful to perform any tasks assigned to the Trustees hereunder and to do any acts which further the purpose and intent of this Indenture.

II. DESIGNATION AND SELECTION OF TRUSTEES AND MEETING OF LOT OWNERS

1. The initial Trustees for the Tract of Land shall be Gilbert A. Banks, Jr., Mike Walker, and Tim Walker, designated herein alternatively as "Trustee" or "Trustees", who, by their signature to this instrument, consent to serve in that capacity for terms which shall expire at such time and in such manner as provided herein. The initial trustees so designated are either current owners or immediate past owners of Woodland Hills described in Exhibit A either as individuals or through interests in corporations. Initial trustees may serve even though they hold no current ownership in the property described in Exhibit A attached. Any Trustee shall have the right to resign at any time upon giving notice to the remaining Trustee or Trustees. Whenever any Trustee so resigns or refuses to act, or becomes unable to

act through disability or death, or whenever any Trustee, other than an initial Trustee, becomes disqualified to act through sale of his lot or parcel in the Tract of Land, the remaining Trustees shall have the power to appoint a successor or successors for the unexpired portions of their terms; provided the successor so appointed is a lot or parcel owner in the Tract of Land or an officer of any corporate owner or a partner of any partnership which owns a lot or parcel in the Tract of Land. If any such appointed lot or parcel owner sells his lot or parcel, he shall cease to be a Trustee and his successor shall be appointed in the same manner by the remaining Trustee or Trustees. If all Trustees retire or cease to act as Trustees, then the lot or parcel owners in the Tract of Land shall appoint new Trustees at a meeting of the Tract of Land owners.

DEED 3002 886

2. At such time as fifty percent (50%) of the recorded lots or parcels are sold, Trustee Tim Walker, or his successor if he is not then serving at such time, shall be removed from his trusteeship by recordation of a document in the Recorder's Office by the Grantor, or its assigns effective upon the date of such recordation and a new Trustee shall be elected by majority vote of the then owners of the recorded lots or parcels, and additionally, at such time as seventy-five percent (75%) of the recorded lots or parcels are sold, Trustee Mike Walker, shall be removed by the same procedure and a second new Trustee shall be elected by majority vote of the then owners of the recorded lots or parcels. Both such new Trustees, or their successors, having been chosen by purchasers of the recorded lots or parcels as herein provided, shall serve until such time as one hundred percent (100%) of the recorded lots or parcels have been sold, at which time all Trustees shall resign and the then owners of recorded lots or parcels shall elect by a majority vote three (3) Trustees, to serve for one (1), two (2) and three (3) years, respectively, in order to obtain continuity of trusteeship. Thereafter, all Trustees shall be elected for terms of three (3) years each. If any lot or parcel is jointly owned and all joint owners do not appear at any meeting, all joint owner(s) who do appear shall be entitled to exercise a vote as to that lot or parcel without the requirement of a proxy from the absent joint owner(s), unless the Trustees shall have received a written notice from any such other joint owner specifically withdrawing such right.

3. All such elections shall be by lot or parcel owners, upon written notice by the Trustees, or should there be no such Trustees, then by one (1) such lot or parcel owner, sent by mail to or personally served upon, all record lot or parcel owners, at least ten (10) days prior to the date set for the meeting to be held for the purpose of electing Trustees. The said notice shall specify the time and place of a meeting. At such meeting or any adjournment thereof, the majority of the record owners attending such meeting in person or by proxy, shall have the power to elect such Trustees, who shall thereupon serve until their successors have been duly appointed or elected and qualified. At such meeting, the owners of each lot or parcel, whether attending in person or by proxy, shall be entitled to one (1) vote for each recorded lot or parcel owned. The persons elected as Chairman and Secretary, by the Trustees respectively, at such meeting shall certify the result of such election, and their certification shall be acknowledged and recorded. Representatives of owners of a majority of the lots or parcels shall constitute a quorum for the purpose of electing Trustees or for any business purpose coming before a meeting.

4. The Trustees shall have an annual meeting for all lot or parcel owners at which time they will report on their activities for the preceding year by written notice to all lot or parcel owners, to take place at a time selected by the Trustees on the first Sunday of every March or at such other time as designated by the Trustees.

III. ASSESSMENTS

The Trustees and their successors are hereby authorized, empowered and granted the right to make assessments upon and against the several lots or parcels in the Tract of Land for the purposes herein stated and at the rate hereinafter provided, and in the manner and subject to the provisions of this Indenture, to wit:

1. (a) The Trustees and their successors are authorize to make uniform assessments in each calendar year except as hereinafter provided of an amount not to exceed Five Dollars (\$5.00) per acre of each lot or parcel per annum against each lot or parcel which is a lot or parcel of record on the date the assessment is levied, all for the purpose of enabling the Trustees to defend and enforce these Restrictions; to maintain, generate, construct, reconstruct and operate the Property, including but not limited to streets, cul-de-sacs, storm water control devices, including but not limited to retention or detention facilities, street lights and other utilities, sidewalks and any other areas or structures for the common use of the lot or parcel owners; to dispose of garbage or rubbish; to perform or execute any powers or duties provided for in this Indenture; and overall, properly to protect the health, safety and general welfare of the lot or parcel owners, including the purchase of any insurance necessary or useful to protect the interests of the lot or parcel owners or the Trustees.

(b) If at any time the Trustees shall consider it necessary to make any expenditure requiring an assessment additional to the assessments above provided, they shall submit in writing to the owners of all lots or parcels for approval an outline of the plan for the project contemplated and the estimated amount required. If such project and assessment so stated be approved either (i) at a meeting of the lot or parcel owners duly called and held in the manner provided in reference to the election of Trustees by simple majority vote of those entitled to meet at such a meeting, or (ii) on written consent of the owners fifty percent (50%) of the lots or parcels plus one, the Trustees shall notify all owners in said lots or parcels of the additional assessments. There shall be one (1) vote per lot or parcel. The limit of Five Dollars (\$5.00) per acre per calendar year for general purposes set forth in 1 (a) above shall not apply to any assessment made under the provisions of this paragraph (b).

(c) In the event that any of the parcels later become serviced by a county maintained road which transverses an entire parcel and also provides public access to adjacent parcels, such parcel will no longer be subject to the assessment described in III 1.(a) and (b) above. For the purposes of this agreement it is understood that no parcels (1-32) are currently considered served by a county maintained road.

2. All assessments, either general or special, made by the Trustees for the purpose hereinabove enumerated shall be made in the manner and subject to the following procedure, to wit:

(a) Notice of all assessments shall be given by certified mail addressed to the last known or usual post office address of the record holder of the fee simple estate and deposited in the United States mail with postage prepaid, or may be given by posting a brief notice of the assessment upon the lot or parcel itself.

(b) Every such assessment shall become due and payable within thirty (30) days after notice is given hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve (12%) per annum until paid, and such payment and interest

shall constitute a lien upon said lot or parcel upon which the residence is situated, and said lien shall continue in full force and effect until said amount is fully paid. At any time after Trustees may, in addition, execute and acknowledge an instrument reciting the levy of the assessment with respect to any one or more lots or parcels and cause same to be recorded in the Recorder's Office in the County of Calhoun, State of Alabama, and the Trustees may, upon payment, cancel or release any one or more lots or parcels from the liability of assessments (as shown by recorded instrument) by executing, acknowledging and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or parcel or lots or parcels affected, and the Trustees shall cause to be noted from time to time in the minutes of their proceedings, the payments on account of any assessments. The lien created hereby shall be enforceable in the same manner as deeds of trust with power of sale or by court suit, provided no such lien shall be foreclosed upon until written notice by certified mail is given to any mortgagee of record of such lot or parcel provided such mortgagee shall first have registered in writing its name and address with the Trustees. All costs associated with the collection of past due assessments, including, but not limited to, filing fees, attorneys' fees and court costs shall be paid by the owner(s) of the affected lot or parcel. The lien of any assessment hereunder shall be superior to that of any institutional mortgagee, unless the mortgage or deed of trust be for a term of greater than ten (10) years in which event the lien of any such assessment shall be junior to that of such institutional mortgagee. An institutional mortgagee is defined herein as a bank, life insurance company, pension fund, or savings and loan association which is the record holder of a mortgage or deed of trust encumbering any lot or parcel subject to this Indenture.

3. Any lot or parcel subject to this Indenture shall be subject to all assessments provided for herein only from and after the date upon which title to any such lot or parcel shall pass from the Grantor, to the ultimate purchaser(s) thereof. In the event title to any lot or parcel shall pass to such purchaser(s) during a year in which any assessment provided for herein was levied, then the purchaser(s) of any such lot or parcel shall pay to the Trustees, at the time of closing, the pro-rata share of any such assessment, determined on the basis of thirty (30) days to the month.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

V. DECLARATION OF RESTRICTIONS

Grantor, being the owner of the following described real estate lying and being situated in the County of Calhoun, State of Alabama, and being more particularly described on the legal description attached hereto as Exhibit A, by this Indenture does impose upon all the lots or parcels in the Tract of Land an all common property established therein, the following restrictions and conditions, to wit:

1. There shall be no automobile or other vehicle parked upon any lot or parcel or Tract of Land unless the auto or vehicle is licensed to be driven and is used on public roads a minimum of once every thirty (30) days.

2. No lot or parcel shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

3. No noxious or offensive activity shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood. In such regard, lot or parcel owners are obligated to care for their

property, and to keep their property free from accumulation of weeds, debris, and other waste matter.

4. No animals emitting noxious odors may be kept on any lot or parcel. No chicken houses or pig parlors will be allowed on any lot or parcel.

5. Logging and timber removal is permitted, however, no logging or timber removal shall interfere with the peaceful enjoyment of ownership of all landowners within Woodland Hills. Any damage to any roadways and/or easements as a result of said logging and timber removal shall be at the expense of the responsible landowner(s) and further, said roadways and/or easements shall be returned to its original condition by the responsible landowner(s) at their own expense. The Trustees herein reserve the right to inspect and approve any repairs to roadways and/or easements as a result of the above condition.

6. There shall be two (2) gates located at the Eastern and Western entrances of Woodland Hills maintained by the landowners. There shall be no internal gating allowed without prior written consent of the trustees herein.

7. The Trustees herein reserve the right to relocate any roadways and/or easements, which shall be deemed to be in the best interest of all landowners of Woodland Hills.

8. Any division of any parcel will be subject to the regulations established by the State, County or Municipal authority of which the lot or parcel is located.

9. Any changes in the restrictions shall be by a majority vote of the landowners of Woodland Hills and each landowner shall have one (1) vote per acre of land owned and shall be further ratified by the trustees set out herein.

10. Manufactured homes and/or mobile homes will be permitted on a temporary basis for a period, not exceed *one (1) year*.

In the event the Trustees determine that a nuisance shall exist upon any lot or parcel with the Tract of Land, the Trustees shall give the lot or parcel owner a record seven (7) days prior written notice indicating the nuisance existing on the lot or parcel and directing that the nuisance be removed or abated immediately. In the event the lot or parcel owner, within the said seven (7) day period, shall fail to remove or abate the nuisance set forth in the aforesaid notice or shall fail to present a written plan satisfactory to the Trustees for the removal or abatement of including but not limited to, the cleaning up and removal of any debris, cutting of weeds or grass, trimming, cutting back, removing, replacing, or maintaining trees, shrubbery and flowers. The owners of any property upon which any nuisance shall have existed which the Trustees were required to remove or abate shall be charged with any expenses incurred by the Trustees. The Trustees or any contractors, agents, or employees of the Trustees shall be authorized to go upon any lot or parcel which is a nuisance is determined by the Trustees to exist for the purpose of removing or abating the nuisance and such entry is consented to by the lot or parcel owner and no person so entering upon the lot or parcel shall be deemed to have trespassed on the property.

NO Cell Tower

VI. GENERAL PROVISIONS

These general provisions shall apply to this Indenture and Declaration of Restriction:

1. All covenants and agreements herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless revoked by vote of three-fourths (3/4) of lot or parcel owners in the Tract of Land.

2. Each lot or parcel owner within the Tract of Land shall have the right of ingress and egress to their lots or parcels over the common areas denominated as roads which are subject to assessment.

3. All covenants and agreements herein are expressly declared to be independent and not interdependent; nor shall any laches, waiver, estoppel, condemnation or failure of title as to any part or lot or parcel of said Tract of Land be of any effect to modify, invalidate or annul any grant, covenants or agreements herein, with respect to the remainder of said Tract of Land, saving always the right to amendment, modification or repeal as hereinabove expressly provided.

4. Enforcement of any of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any such covenant and may be brought to restrain any such violation and/or to recover damages therefor.


5. This Indenture may be amended, modified or changed by the written consent of two-thirds (2/3) of all the owners of lots or parcels, and any such amendment, modification or change shall become effective upon being recorded in the Office of the Recorder of Deeds of Calhoun County, Alabama. Furthermore, no such amendment, modification or change shall abrogate or eliminate the requirement that there be Trustees or that the Trustees shall comply with the provisions of the Calhoun County ordinances. No amendment shall be permitted as long as the Grantor owns any lot or parcel in the Tract of Land unless such Grantor consents to such amendment.

6. All rights of the Grantor hereunder shall be freely assignable by such Grantor.

7. Trustees, their successors and assigns hereby acknowledge that they shall hold harmless and indemnify Grantor from any conditions or claims arising from the property conveyed by this instrument.

IN TESTIMONY WHEREOF, the Grantor and the trustees have executed this Indenture the day and year first above written.

GRANTOR:


Gilbert A. Banks, Jr.
Owner

TRUSTEES:


Mike Walker


Tim Walker

Gilbert A. Banks, Jr.
Gilbert A. Banks, Jr.

ACKNOWLEDGMENT OF GRANTOR/OWNER/TRUSTEE

STATE OF GEORGIA)
) SS
COUNTY OF Monroe)

DEED 3002 891

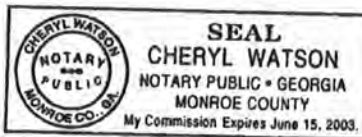
On this 27th day of October, 2000, before me personally appeared Gilbert A. Banks, Jr., an individual known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year first above written.

Cheryl Watson
Notary Public

My Commission Expires:

June 15, 2003



ACKNOWLEDGMENT OF TRUSTEES

STATE OF GEORGIA)
) SS
COUNTY OF Monroe)

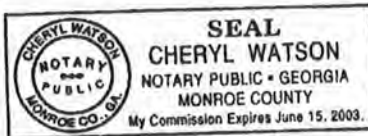
On this 27th day of October, 2000, before me personally appeared Mike Walker, an individual known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year first above written.

Cheryl Watson
Notary Public

My Commission Expires:

June 15, 2003



STATE OF GEORGIA

DEED 3002 892

COUNTY OF Monroe

) SS
)

On this 27th day of October, 2000, before me personally appeared Tim Walker, an individual known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year first above written.

My Commission Expires:

June 15, 2003

Cheryl Watson
Notary Public

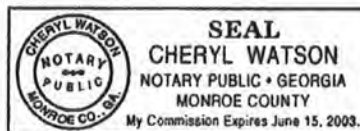


EXHIBIT "A"
TO THE WOODLAND HILLS INDENTURE OF TRUST
AND DECLARATION OF RESTRICTIONS

PARCEL I: Beginning at the Northeast corner of the NE1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East, thence south 00° 27'17" West 2651.39 feet along the East line of the NE1/4 of the SW1/4 and the East line of the SE1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East, to the Southeast corner of the SE1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence South 89° 22'08" West, 1327.06 feet along the South line of the SW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East, to the SW corner of the SE1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence North 89° 33'57" West, 109.24 feet along the South line of the SW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence North 00° 27'00" East, 2669.59 feet to a point on the North line of the NW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence South 89° 49'26" East, 1436.30 feet along the North line of the NW1/4 of the SW ¼ and the North line of the NE1/4 of the SW1/4, all in Section 29, Township 13 South, Range 9 East, to the point of beginning.

Said description embracing a portion of the SW1/4, Section 29, Township 13 South, Range 9 East, Calhoun County, Alabama.

PARCEL II: Beginning at the Northwest corner of the NW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence South 89° 49'26" East, 60.00 feet along the North line of said forty, thence South 00° 36'48" West, 203.40 feet to a point on the Northerly right of way of Maple Lane; thence North 89° 49'26" West, 60.00 feet along said right of way to a point on the West line of said NW1/4 of the SW1/4; thence North 00° 36'48" East, 203.40 feet along the West line of said forty to the point of beginning.

Said description embracing a portion of the NW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East, Calhoun County, Alabama.

PARCEL III: Beginning at the Northwest corner of the NW1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East; thence North 00° 36'48" East, 60 feet along the West line of the SW1/4 of the NW1/4, Section 29, Township 13 South, Range 9 East; thence South 89° 49'26" East, 1318.18 feet; thence South 00° 37'02" West, 60 feet to the Northeast corner of the NE1/4 of the SW1/4, Section 29, Township 13 South, Range 9 East, thence North 89° 49'26" West, 1318.18 feet along the North line of said NW1/4 of the SW1/4 to the point of beginning.

Said description embracing a portion of the SW1/4 of the NW1/4, Section 29, Township 13 South, Range 9 East, Calhoun County, Alabama.

Section 32 less the NW1/4 of the NW1/4, Range 9 East, Township 13 South; and Section 33 less the SE1/4 of the SE1/4, Range 9 East, Township 13 South, in Calhoun County, Alabama; and being the Goat Farm Tract the Nature Conservancy received from Kimberly-Clark Corporation and containing 1198.88 acres, more or less.

**FIRST AMENDMENT TO WOODLAND HILLS INDENTURE OF TRUST
AND DECLARATION OF RESTRICTIONS**

WHEREAS, the Woodland Hills Indenture of Trust and Declaration of Restrictions was made and entered into on October 27, 2000, by and between **GILBERT A. BANKS, JR.**, "Grantor", **GILBERT A. BANKS, JR.**, an Individual, **MIKE WALKER**, an Individual, and **TIM WALKER**, an Individual, "Trustees" (the "Indenture");

AND WHEREAS, the Indenture is recorded in Deed Book 3002, Page 884, Calhoun County, Alabama, Probate Records;

AND WHEREAS, after proper notice, the Trustees conducted the Annual Meeting of the owners of parcels of land in Woodland Hills (the "Parcelholders") at 2:00 p.m. on Sunday, March 4, 2001, at 852 Wildwood Lane, Jacksonville, Alabama (the "Meeting");

AND WHEREAS, Trustees, **GILBERT A. BANKS, JR. and MIKE WALKER**, and the following Parcelholders were present at the meeting: **TIM BLEVINS, WILLIAM NEAL RAINWATER, BRUCE A. AND CRYSTAL L. EDMISTON, MARVIN A. AND DIANA MARTIN, BRADLEY K. DAVIS, and GILBERT A. BANKS, JR.**, representing 26 votes (the only Parcelholder NOT PRESENT and voting was **DOUGLAS COOPER**, representing 6 votes);

AND WHEREAS, at the Meeting, by unanimous vote of all Parcelholders present, the following amendments to the Indenture were approved, to-wit:

1. Pursuant to Section II. 2. of the Indenture, and since in excess of fifty-three (53%) percent of the recorded parcels had been sold, Parcelholder **BRUCE A. EDMISTON** was elected to fill the Trustee position currently held by **TIM WALKER**.
2. Pursuant to Section V. 9. of the Indenture, Section V. 10. of the Indenture was amended to read as follows: "Manufactured homes and/or mobile homes will be permitted on a temporary basis for a period, not to exceed one (1) year."
3. Pursuant to Section VI. 5. of the Indenture, the second sentence of Section III. 2.(b) was amended to read as follows: "From and after the date when said payment is due, it shall bear interest at the rate of twelve (12%) percent per annum until paid, and such payment and interest shall constitute a lien upon said lot or parcel, and said lien shall continue in full force and effect until said amount is fully paid."

The within and foregoing amendments to the Indenture are hereby consented to, ratified and approved by the undersigned. Appended to the Minutes of the Meeting is the written consent to the amendments by Grantor, Parcelholders and Trustees.

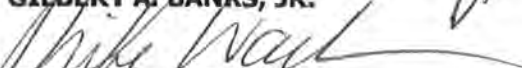
IN TESTIMONY WHEREOF, the Grantor (and Parcelholder) and the Trustees have executed this Indenture this 18th day of June, 2001.

GRANTOR (AND PARCELHOLDER)


GILBERT A. BANKS, JR.,

TRUSTEES


GILBERT A. BANKS, JR.


MIKE WALKER


BRUCE A. EDMISTON

Recording Fee	12.00
TOTAL	12.00

ACKNOWLEDGMENT OF GRANTOR (AND PARCELHOLDER) AND TRUSTEES

STATE OF GEORGIA,
COUNTY OF MONROE.

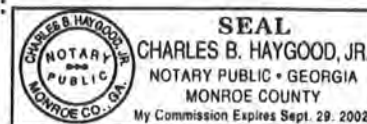
On this 18th day of June, 2001, before me personally appeared **GILBERT A. BANKS, JR., MIKE WALKER and BRUCE A. EDMISTON**, individuals known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the date and year first above written.

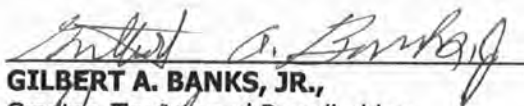

CHARLES B. HAYGOOD, JR.

Notary Public

My Commission Expires:

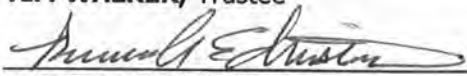


The within and foregoing Minutes of the March 4, 2000¹ Annual Meeting of the Parcelholders of Woodland Hills is hereby consented to, approved and ratified.


GILBERT A. BANKS, JR.,
Grantor, Trustee and Parcelholder


MICHAEL C. WALKER, Trustee


TIM WALKER, Trustee


BRUCE A. EDMISTON,
Trustee and Parcelholder

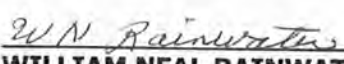

CRYSTAL L. EDMISTON, Parcelholder


MARVIN A. MARTIN, Parcelholder


DIANA MARTIN, Parcelholder


BRADLEY K. DAVIS, Parcelholder


KIMBERLY G. DAVIS, Parcelholder


WILLIAM NEAL RAINWATER, Parcelholder


TIM BLEVINS, Parcelholder