

RIGHT OF WAY FOR ROAD EASEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

Know all men by these presents: That for and in consideration of the sum of One and no/100 Dollars (\$1.00) cash in hand paid by Charles N. Zanaty and wife, Carole A. Zanaty, the receipt whereof is hereby acknowledged, we, the undersigned, Harold Hall and George Bentley, as Trustees, do hereby grant, bargain, sell and convey unto the said Charles N. Zanaty and wife, Carole A. Zanaty, their successors and assigns, a right-of-way for their purposes, said right-of-way being described as follows, to-wit:

Strip of land for a road easement - commence at the Southwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 East; thence proceed in a Northerly direction along the West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 230.41 feet to a point, being the point of beginning of the strip of land herein described; thence continue along said West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 33.38 feet to a point; thence turn 64 deg. 00 min. 11 sec. right and run 121.78 feet to a point; thence proceed along a curve to the right (having radius = 935.93' and being concave Southerly) for an arc distance of 186.02 feet to a point; thence proceed along a tangent section for 159.46 feet to a point; thence proceed along a curve to the left (having radius = 337.65' and being concave Northwesterly) for an arc distance of 182.44 feet to a point; thence proceed along a tangent section for 197.94 feet to a point; thence proceed along a curve to the right (having a radius = 2679.77' and being concave Southeasterly) for an arc distance of 152.91 feet to a point; thence proceed along a tangent section for 374.55 feet to a point; thence proceed along a curve to the left (having radius = 114.98' and being concave westerly) for an arc distance of 120.35 feet to a point; thence proceed along a tangent section for 16.49 feet to the point of intersection with the South right-of-way line of a recorded R.O.W. for North River Drive, Shelby Shores - 1978 Addition, recorded in Map Book 7, page 88, Probate Office, Columbiana, Alabama; thence turn an angle of 82 deg. 52 min. 20 sec. right and proceed along a curve to the left (having radius = 278.52' and being concave Northerly) along said South R.O.W. of North River Drive for an arc distance of 30.51 feet to a point; thence turn an angle of 103 deg. 24 min. 11 sec. right and proceed along a tangent section for 21.92 feet to a point; thence proceed along a curve to the right (having radius = 144.98 and being concave Westerly) for an arc distance of 151.75 feet to a point; thence proceed along a tangent section for 374.55 feet to a point; thence proceed along a curve to the left (having radius = 2649.77 feet and being concave Southeasterly) for an arc distance of 151.20 feet to a point; thence proceed along a tangent section for 197.94 feet to a point; thence proceed along a curve to the right (having a radius = 367.65' and being concave Northwesterly) for an arc distance of 198.65 feet to a point; thence proceed along a tangent section for a distance of 159.46 feet to a point; thence proceed along a curve to the left (having radius = 905.93' and being concave Southerly) for an arc distance of 180.05 feet to a point; thence proceed along a tangent section for a distance of 136.41 feet to the point of beginning. Said strip of land is 30.00 feet in width and is lying in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 12, Township 22 South, Range 1 East, Shelby County, Alabama.

For the consideration aforesaid, the undersigned, do grant, bargain, sell and convey unto said grantees the right and privileges of a perpetual use of said lands for such purpose, together with all right and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area. There is reserved, however, in favor of grantors,

their heirs, successors and assigns, forever the right to use said road for the purpose of ingress and egress to and from the lands of grantors, their heirs, successors and assigns. Each party using said road, whether grantors or grantees, or their heirs, successors or assigns, shall have the duty and responsibility to repair any and all damage which is done to said road by them or in connection with their use thereof. In addition, all the necessary maintenance of said road shall be shared equally by those of grantors and grantees, their heirs, successors and assigns, who have built houses or improvements on said property and are using said road as a means of ingress and egress to and from the same.

The undersigned covenant with said grantees that the undersigned are seized in fee simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances and the undersigned will warrant and defend the title to the aforegranted right-of-way against the lawful claims of all persons whomsoever.

The granting of this easement is limited exclusively to residential use and access of the grantees, their family members, heirs, successors and assigns, in connection with their ownership and use of the real property described in deed book 323, page 210 in the Office of the Probate Judge of Shelby County, Alabama, and for the joint use of grantors, their heirs, successors and assigns. Grantees, their heirs, successors and assigns forever shall specifically be bound by the following restrictions, covenants and understandings in the use of the property of the grantees, their heirs, successors and assigns and the use of said road:

1. Grantees, their heirs, successors and assigns shall not have the right to grant any other person, firm or corporation the right to use said road or any part thereof for the purpose of supplying access or right of ingress and egress to and from any property whatsoever other than that property of grantees which is described in Deed Book 323, page 210, in the office of the Judge of Probate of Shelby County, Alabama, at any time in the future.

2. Grantees, their heirs, successors and assigns, hereinafter collectively referred to as "grantees", agree that use of all of their said property shall be limited to one family residential homes and that no mobile homes or house trailers or structures previously constructed at another site will be allowed; provided, however, that nothing contained herein shall be construed as preventing grantees from constructing a log home or homes out of a kit provided the same complies with the other provisions and restrictions contained herein.

3. No more than three single family dwelling houses may be erected on the total of grantees' said property described in Deed Book 323, page 210, and each of said homes must contain a minimum of at least 700 sq. ft. of heated space.

4. Buildings shall be neat in appearance and no building or structure shall be placed on said premises that may be considered detrimental to the property in the subdivision or subdivisions or community known as Shelby Shores. Wood exteriors shall be stained or painted with two coats of paint or stain. Provided, however, as stated above, nothing contained herein shall be construed as prohibiting the construction of a log home by kit as long as the building is neat in appearance and consistent with the type of construction otherwise in the general area.

5. No outside toilets shall be allowed and sanitary arrangements must comply with State and local laws and regulations.

6. There shall be no building, porch or projection extending nearer than 60 ft. from the water line of Lay Lake except for boat houses and piers not used for human occupancy and no building, porch or projection shall extend within 25 ft. of the Eastern boundary of grantees' said property, being the boundary which the same shares with the Western boundary of property owned by grantors.

7. No animal or fowl shall be kept or maintained on said property but nothing herein shall be construed to prevent or prohibit the owner from keeping as a domestic pet a cat, dog or

birds and provided further that any owner who owns a total of 3 acres or more of contiguous property *MAY HAVE* one horse on said property and shall have the right to have one additional horse for each additional acre of pasture land in addition to the three acre minimum herein specified.

8. These restrictions shall be considered as covenants running with the land and shall bind grantees and their heirs, successors, executors, administrators and all future assigns of grantees' premises or any parts thereof.

9. No loud or otherwise offensive conduct will be permitted on said premises that would interfere with the enjoyment of other property owners of their property. Even if a discharge of firearms is not so loud as to interfere with the enjoyment of the owners of other property in the area, no firearms still may be discharged within 200 yards of any residence, and in no event will discharge of firearms be allowed if the noise created thereby is offensive to other property owners or otherwise interferes with their enjoyable use of their property.

10. No pier, boathouse or other structure of any kind whatsoever shall be constructed out in the water in or below the normal water level of Lay Lake or its backwaters or any part thereof that would interfere with the reasonable and convenient use of water and water access by other persons, firms or corporations on the waterfront property.

NOTE: The grantors, Harold Hall and George Bentley, as Trustees, are Trustees under provisions of an instrument recorded in Deed Book 266, page 341, in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 29 day of JUNE, 1982.

Frank Ellis Jr Harold Hall
HAROLD HALL
Dorothy Jackson George Bentley
GEORGE BENTLEY

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Harold Hall and George Bentley, as Trustees, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29 day of June, 1982.

NOTARY PUBLIC, SHELBY CO.
I CERTIFY THIS
DEED WAS FILED

1982 JUN 29, PM 3:35

Frank Ellis Jr
NOTARY PUBLIC

Deed 50
Rec. 4.50
Ind. 1.00
6.00

Frank Ellis Jr
Notary Public

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