

This instrument was prepared by

1457

(Name) John H. Brewer, Attorney at Law

(Address) 200 Office Park Drive, Suite 216, Birmingham, Alabama 35223

Form 1-1-7 Rev. 1-55

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Sixty-six thousand & 00/100 Dollars (\$66,000.00) to the undersigned grantor, First Alabama Bank of Birmingham, C. W. Walter and John H. Brewer, as Trustees U/I/T dtd 5/24/71, recorded Probate Office, Shelby County, Ala., Deed Bk 268, pg 7 and amended as recorded in Probate Office, Deed Bk 303, pg 528, a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

Jeffrey H. and Judith L. Flannery

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama to-wit:

As described in Exhibit "A" incorporated in and attached hereto.

Together with an easement for a road right-of-way from Shelby County Highway 41 to the herein described property along Double Oak Way and Double Oak Lane as shown on a map of Double Oak Estates, recorded in Map Book 8, Page 129 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT: Coal, iron ore, oil and gas and any and all other minerals and mining rights.

SUBJECT TO:

Protective Covenants attached hereto as Exhibit "B" to be recorded herewith.

\$26,464.00 of the above described purchase price was paid from a mortgage executed simultaneously.

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TO HAVE AND TO HOLD, To the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the said GRANTOR, by its Vice President, B. L. Brown who is authorized to execute this conveyance, has hereto set its signature and seal, this the 27 day of April 1984

ATTEST:

[Signature]
First Alabama Bank of Birmingham, As Trustee
By *[Signature]* Vice-President

First Alabama Bank of Birmingham, As Trustee

By *[Signature]* Vice-President

STATE OF
COUNTY OF

a Notary Public in and for said County in said

I, B. L. Brown, whose name as Vice - President of First Alabama Bank of Birmingham a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the act of said corporation, acting in its capacity as Trustee as aforesaid.

Given under my hand and official seal, this the 27th day of

April
[Signature]



Notary Public

Cahala Title

EXHIBIT "A"

TRACT 1:

A part of the NW 1/4 of the NE 1/4 and a part of the NE 1/4 of the NE 1/4 of Section 10, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of said NE 1/4 of the NE 1/4; then East along the North line of said section a distance of 287.55 feet; then $116^{\circ}05'16''$ right a distance of 1270.52 feet to the Northeast corner of Lot 2 of Double Oak Estates as recorded in Map Book 8, Page 129, Shelby County, Alabama; then $88^{\circ}27'10''$ right and run Northwesterly along the North lot line of said Lot 2 to the Easterly right-of-way line of Double Oak Lane; thence $13^{\circ}09'25''$ left a distance of 50 feet along the North right-of-way line of said road; thence $100^{\circ}00'$ right a distance of 341.35 feet; then $38^{\circ}07'46''$ right a distance of 176.48 feet; thence $38^{\circ}25'$ right a distance of 145.31 feet; thence $57^{\circ}47'10''$ left a distance of 227.17 feet; thence $71^{\circ}35'$ left a distance of 173.42 feet; thence $61^{\circ}05'10''$ right a distance of 186.30 feet to the North line of said section; thence right $59^{\circ}14'45''$ along said section line a distance of 349.13 feet to the point of beginning. Containing 17.27 acres, more or less.

TRACT 2:

A part of the NW 1/4 of the NE 1/4 of Section 10, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of said NW 1/4 of the NE 1/4; thence South along the West 1/4 line of said 1/4 1/4 section a distance of 651.01 feet to the Northwest corner of Lot 1 of Double Oak Estates as recorded in Map Book 8, Page 129, Shelby County, Alabama; thence $90^{\circ}00'$ left a distance of 291.31 feet along the North boundary of Lot 1; thence $84^{\circ}51'$ right a distance of 335.23 feet to the Northwest right-of-way line of Double Oak Lane; thence $162^{\circ}51'$ left a distance of 150.53 feet along said right-of-way line; thence 90° right a distance of 50 feet along the North right-of-way line of Double Oak Lane; thence 80° left a distance of 341.35 feet; thence $38^{\circ}07'46''$ right a distance of 176.48 feet; thence $38^{\circ}25'$ right a distance of 145.31 feet; thence $57^{\circ}47'10''$ left a distance of 227.17 feet; thence $71^{\circ}35'$ left a distance of 173.42 feet; thence $61^{\circ}05'10''$ right a distance of 186.30 feet to the North line of said section; thence $120^{\circ}45'15''$ left a distance of 979.17 feet along the North line of said section to the point of beginning. Containing 11.56 acres, more or less.

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BWB

EXHIBIT "B"

PROTECTIVE COVENANTS

Property Purchased by Jeffrey H. & Judith L. Flannery and Nolan D. & Barrett H. Downs from First Alabama Bank of Birmingham, C. W. Walter and John H. Brewer as Trustees U/I/T dtd 5/24/71, recorded in the Probate Office, Shelby County, Alabama, in Deed Book 268, Page 7.

WHEREAS, the undersigned owners, are desirous of establishing covenants, restrictions, and limitations applicable to all property owned by the undersigned and described in Exhibit "A" attached hereto and incorporated herein by reference,

NOW THEREFORE, the undersigned does hereby adopt the following restrictions and limitations:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on each parcel of property, and occupied by a single family only.
2. No more than one outbuilding such as barn or stable, except for well or pump house shall be erected.
3. No building may be erected closer than 100 feet from the front property line, or closer than 35 feet from any side line, or back property line.
4. No house shall be constructed of less than 2000 total square feet. The first floor area of the main dwelling, exclusive of one-story open porches and garages, shall be not less than 2000 square feet in the case of a one-story structure, nor less than 1600 square feet in the case of a one and one-half, two, or two and one-half story structure.
5. No outbuildings shall be erected except for the personal use of the property owner.
6. No fences or walls above the grade of the property may be erected, nor growing hedges planted and maintained on said property nearer than 50 feet from the front property line.
7. All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 50 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.
8. Each lot owner shall be responsible for his own water supply by drilling and installing a well and pump inspected and acceptable to the Shelby County Health Department.
9. The property subject to these covenants may not be subdivided into less than five acre lots except upon the written approval of the architectural control committee herein named, or their successors.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial or animal shelter purposes.
11. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock, and imitation asphalt brick.

12. No trailer, basement without finished superstructure, tent, or any temporary structures, shall at any time be used as a residence, temporarily or permanently.

13. No boat, camper, trailer or other vehicle of similar nature shall be parked on any property nearer the front of the property than the rearmost portion of any dwelling house. No unusable vehicle shall be allowed to be stored on any property.

14. No carport, attached garage or automobile entrance to any basement area shall be erected in connection with any dwelling house, unless the entrance to the same is from the rear or side rather than the front of the house.

15. A guest cottage or playhouse may be erected on a lot subject to architectural control committee approval.

16. After start of construction of any superstructure, said superstructure shall be completed within 180 days.

17. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 15 years from 1983, at which time said restrictions and limitations shall be automatically extended for successive periods of five years, unless by a vote of a majority of the then owners of the adjoining property agree in writing to change said restrictions and limitations in whole or in part.

18. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. All of the said restrictions and limitations shall constitute covenants running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions hereinabove set out.

20. The roads known as "Double Oak Way" and "Double Oak Lane" from Shelby County Highway 41 shown on the plat of Double Oak Estates as recorded in Map Book 8, Page 129 in the Probate Office of Shelby County, Alabama, are private roads over which Shelby County has no jurisdiction nor obligation to maintain, rebuild or repair.

21. No building structure, driveway, walkway, landscaping, fence or other improvement shall be erected, placed or altered on any lot in the subdivision until construction plans and specifications, and a plan showing the location of the structure and all other improvements on the lot has been approved in writing by the architectural control committee.

22. An architectural control committee of John H. Brewer, C. W. Walter, Jeffrey H. Flannery and Nolan D. Downs shall have the right to approve or disapprove all buildings and structures, including the location of the same and the location of driveways, walkways, landscaping, fences and any and all other improvements to be erected on any of said lots. In the event of the death or resignation of any of the above-named members, the remaining member, or members shall have authority to designate a successor to such member.

23. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

24. In the event the architectural control committee fails to approve or disapprove the plans for erecting any buildings, structures, walks, landscaping, driveways or other improvements on any of said lots within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and these covenants shall be deemed to have been fully complied with.

25. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover any damages for such violation. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

26. The architectural control committee reserves the right to modify, waive, release and/or void said building limitations and restrictions.

IN WITNESS WHEREOF, the undersigneds have caused these presents to be executed this the 27 day of April, 1984.

First Alabama Bank of Birmingham
As Trustee

By B. H. Brown
Its Senior Vice President
Trust

By John H. Brewer
As Trustee

By C. H. Walter
As Trustee

Jeffrey H. Flannery
Jeffrey H. Flannery
Nolan D. Downs
Nolan D. Downs

Judith H. Flannery
Judith H. Flannery
Barrett H. Downs
Barrett H. Downs

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
see 7/29/84 447-683
1984 APR 30 AM 8:47
Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Deed TAX 40.00
Rec 9.00
Fund 1.00
50.00

BFB