

This instrument was prepared by

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Attorney at Law
(Address) 108 Chandalar Drive
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Cahaba Title, Inc.

Highway 31 South at Valleydale Rd., P.O. Box 689
Pelham, Alabama 35124
Phone (205) 988-5600
Policy Issuing Agent for
SAFECO Title Insurance Company

Corporation Form Warranty Deed

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of --FIFTY-TWO THOUSAND AND NO/100 (\$52,000.00)-----DOLLARS,

to the undersigned grantor, INDIANWOOD BUILDING COMPANY, INC., a corporation

(herein referred to as GRANTOR) in hand paid by the grantee herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

SHIRLEY Y. HOLTON, an unmarried woman,
(herein referred to as GRANTEE, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

PARCEL 9: Commence at the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 19 South, Range 3 West, thence Northerly along the west line of said quarter-quarter Section a distance of 470.41 feet, thence 82° 00' right northeasterly 350.7 feet, thence 95° 20' left 25.11 feet to the north right-of-way boundary of Indianwood Terrace and the point of beginning of tract of land herein described, thence continue along the last mentioned course 119.56 feet through the centerline of a duplex building, dividing it into two (2) separate units, thence 98° 03' 30" left 61.98 feet, thence 76° 36' 30" left 104.69 feet to the north right-of-way boundary of Indianwood Terrace, thence 90° left 71.40 feet to the point of beginning. Situated in Shelby County, Alabama.

SUBJECT TO:

This Parcel 9 is subject to the Declaration of Covenants, Conditions, Restrictions and Rights attached hereto as Exhibit "A" and incorporated herein.

Title to minerals underlying caption lands with mining rights and privileges belonging thereto.

Permits to Alabama Power Company as recorded in Deed Book 199, Page 447; Deed Book 194, Page 65; and Deed Book 101, Page 500, and Real Record 020, Page 885, in the Probate Office of Shelby County, Alabama.

\$35,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE, his, her or their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said GRANTEE, his, her or their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its
authorized to execute this conveyance, hereto set its signature and seal,

Vice

President, who is

this the 28th day of March, 1985

ATTEST:

INDIANWOOD BUILDING COMPANY, INC.

Secretary

By

William R. Kinnebrew, Jr.
William R. Kinnebrew, Jr., President
Vice President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned,

a Notary Public in and for said County, in said State,

hereby certify that William R. Kinnebrew, Jr.,

whose name as Vice President of Indianwood Building Company, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the

28th

day of

March

, 1985.

Notary Public

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

STATE OF ALABAMA)

SHELBY COUNTY)

This declaration made on this day by Indianwood Building Company, Incorporated, dba Indianwood Terrace Homes, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to wit:

Indianwood Terrace Homes as recorded in the office of the Judge of Probate, Shelby County, Alabama.

being the entire subdivision known as Indianwood Terrace.

NOW THEREFORE, the Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, placed or altered or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected or placed except directly behind terrace home (not to extend to side yards) unless approved. Approval shall be as provided herein below.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$35,000.00 excluding lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to see that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages

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structure, exclusive on one-story open porches and garages shall not be less than 1,000 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot not already approved and recorded by the City of Pelham, and the Architectural Committee.

5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the access easement as shown on the recorded plat. This access easement is provided for the property owner and utilities only. Property owners shall have the right to move mowing equipment and other equipment across the easement. The access easement is not to be fenced or landscaped so as to hinder or restrict ingress or egress by the property owners in the particular block in the subdivision in which the access easement is located. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for public utilities.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent shack garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property for sale or rent during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

11. VEHICLES: Campers, boats, old or unused cars may not be stored on the premises. Vehicles are allowed only upon the two (2) paved parking spaces provided.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. WATER SUPPLY. 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.

14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, 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.

15. SIGN DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at roadway elevations shall be placed or permitted to remain. The same sight-line limitations shall apply on any lot within 10 feet from street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

17. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The architectural control committee is composed of William R. Kinnebrew, William R. Kinnebrew, Jr. and Carol S. Kinnebrew. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

18. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been

submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

19. The owner proposes to construct on each of the aforesaid lots a townhouse or flat. In the matter of the construction and completion of each of said townhouses or flats certain eave, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse or flat is totally destroyed and then rebuilt, the Owners of said townhouse or flat so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

20. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

21. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violation or to recover damages.

22. SEVERABILITY. Invalidation of anyone of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, The Owner has hereunto set its hand and seal this the 28th day of March, 1985.

INDIANWOOD BUILDING CO., INC., DBA
INDIANWOOD TERRACE HOMES

By: William R. Kinnebrew, Jr.
Vice President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William R. Kinnebrew, whose name as Vice President of Indianwood Building Co., Inc. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 28th day of March, 1985.

[Signature]

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Deed TAX 17.00
Rec 12.50
Ind 1.00
30.50
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 APR -1 AM 11:13