

This instrument was prepared by

(Name) Jeannie Wade

(Address) 1572 Montgomery Highway, Suite 101, Birmingham, AL 35216

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

LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ninety Seven Thousand Five Hundred and no/100 (\$97,500.00) Dollars

to the undersigned grantor, Fogle Enterprises, Inc. 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

Richard A. Harbit and wife Jo Ann Harbit

(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

Lot 4 and 5, according to the survey of Camp Branch Estates, as recorded in Map  
Book 9 page 76 in the Probate Office of Shelby County, Alabama; being situated  
in Shelby County, Alabama.

Subject to:

1. Taxes for the year 1986 are a lien, but not due and payable until Oct. 1, 1986.
2. Restrictions, covenants and conditions as set out in instrument recorded in  
Map Book 9 page 76 in Probate Office.
3. Transmission Line Permit to Alabama Power Company as shown by instrument recorded  
in Deed Book 351 page 25 in Probate Office.
4. Right-of-Way granted to South Central Bell by instrument recorded in Deed Book  
342 page 959, Deed Book 347 page 371 and Real 25 page 797 in Probate Office.
5. Subject to the Restriction Covenants and conditions attached hereto as Exhibit  
A which are made a part hereof as if fully set out herein.

\$50,000.00 of the proceeds recited above were paid from a mortgage loan closed  
simultaneously herewith.

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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 con-  
tingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said  
GRANTEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encum-  
brances,

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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President,  
who is authorized to execute this conveyance, has hereto set its signature and seal, this the 29th day of May 19 86

ATTEST:

Fogle Enterprises, Inc.

By

F.R. Fogle

President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned

a Notary Public in and for said County in said

State, hereby certify that F.R. Fogle  
whose name as President of Fogle Enterprises, 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 29th day of May

John I. Campbell

Jeannie Wade  
NOTARY PUBLIC  
STATE OF ALABAMA

## RESTRICTIONS

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house of not less than 1400 sq. ft. of living space may be erected on less than 3 acres and said dwelling is not to exceed 2 1/2 stories in height.
2. No building shall be erected or allowed to remain on said property within 150 feet of the front property line, or within 75 ft. of the shore line, or within 10 ft. of any side property line of said property except by approval in writing from Fogle Enterprises, Inc., its successors or assigns.
3. Exposed exterior walls composed of the following materials shall be prohibited; unfinished concrete block materials, asbestos shingles, sheetrock or other similar materials, imitation asphalt brick.
4. No obnoxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. No trailer, mobile home, basement without finished superstructure, tent, or any temporary structures erected on said property herein above-mentioned, shall at any time be used as a residence, temporary or permanent, except that an attractive house trailer or mobile home may be so used for a maximum of 1 year.
6. Fences may be erected to the rear of the dwelling house, but none shall be so erected nearer the front of the property than the rearmost portion of any dwelling house. The waterfront shall be considered the front of the dwelling house on lake property for this rule.
7. Animals or fowls will be allowed, except pigs, goats or chickens. No dog kennels will be allowed, or more than one (1) horse per acre on each parcel.
8. No outbuilding shall be constructed any nearer the front of the property than the rearmost portion of any dwelling house. The waterfront shall be considered the front of the dwelling house on lake property for this rule.
9. When construction of any building is once begun, work thereon must be prosecuted diligently and continuously, with the exposed exterior completed within 12 months.
10. No parcel shall be subdivided, into parcels of less than 3 acres, except by written approval of Fogle Enterprises, Inc., its successors or assigns and the Alabama Board of Health.
11. It shall be the responsibility of the property owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
12. No building shall be erected, placed or altered on the property until the construction plans & specifications and a plat showing the location of the structure have been approved in writing by Fogle Enterprises, Inc., its successors or assigns.
13. No signboard of any description shall be displayed on the property, with the exception of "For Sale" or "For Rent" signs, which shall not exceed two feet by three feet.
14. That until such time as a municipal sewage system is available, sewage disposal shall be only by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health.
15. Fogle Enterprises, Inc. reserves to itself, its successors or

assigns, the right to grant rights-of-way to use all streets and roadways to any person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines and other equipment or apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said property from the poles located on said streets or roadways.

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

17. The cost of fertilizer, fish or any other expense for upkeep of the lake shall be shared equally by lake front property owners, one part for each owner, and shall be controlled by Fogle Enterprises, Inc., its successors or assigns.

18. No fence or obstruction of any kind is to be installed in the water or lake bed with the exception of a pier or boathouse.

19. All piers and boathouses shall be constructed of creosoted pine or equivalent to resist water deterioration, shall be designed to conform to the surrounding area in appearance, shall be kept neat and orderly in appearance, shall not extend more than 25 ft. into the lake from the shoreline and shall be approved by Fogle Enterprises, Inc., its successors or assigns, before being constructed.

20. Boat motors will be restricted to not greater than 30 HP and will not be operated at greater than 15 miles per hour nor between the hours of 10:00 P.M. and 6:00 A.M. Any exception to this rule will be made by written permission issued by Fogle Enterprises, Inc., its successors or assigns.

21. Careful planning is to be exercised on the first 150 feet inland from shoreline of water to maintain the natural setting of trees and plant life.

22. Strict attention will be paid to keeping the lake clean. Bottles, cans, paper products, styrofoam, and other buoyant items will be controlled and not allowed to blow or roll into water. No drain will be installed whereby it can pollute the water.

23. Guests may be permitted to use lake only with permission from, and direct supervision by, the property owner. For purposes of this rule, guests shall mean all persons other than those residing in lakefront dwellings and permission may be granted on a daily basis only. The property owner shall be responsible for all conduct, actions and safety of his guests at all times.

24. No firearms shall be discharged on this property.

25. Invalidiation of any one of these restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JUN -2 AM 11:01

*Thomas A. Sherrill, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 47.50  
2. Mtg. Tax 7.50  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 56.00