

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF EVIDENCE. DESCRIPTION FURNISHED BY GRANTOR.

SEND TAX NOTICE TO:

2710

(Name) Elbert W. Gibson

400 Gibson Rd

(Address) Columbiana, AL 35051

This instrument was prepared by

(Name) Mike T. Atchison, Attorney

Post Office Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-5 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of the exchange of like lands \$1000.00 DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Value

James G. Alston and wife, Carol Lacey Alston
(herein referred to as grantors) do grant, bargain, sell and convey unto

Elbert W. Gibson and wife, Hazel Gibson

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby

County, Alabama to-wit:

Commence for the point of beginning at the NE corner of the NW 1/4 of the NE 1/4, Section 30, Township 21 South, Range 1 East; run thence South along the East line of said NW 1/4 of NE 1/4 for 819.0 feet; thence turn a deflection angle right of 138 deg. 45' and run Northwesterly for 260 feet; thence turn a deflection angle right of 56 deg. 37' 23" and run Northeasterly for 646.66 feet to the point of beginning. Said land being in the NE 1/4 of Section 30, Township 21 South, Range 1 East, Shelby County, Alabama.

Minerals and mining rights excepted.

Said property is sold subject to the restrictions as set forth on attached sheet.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 24th

day of March, 19 87

WITNESS:

(Seal)

(Seal)

(Seal)

James G. Alston (Seal)

(Seal)

Carol Lacey Alston (Seal)

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James G. Alston and wife, Carol Lacey Alston

whose name is 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of March, A. D., 19 87

1. 20-foot minimum building set back line from side and rear lot lines, except on corner lots the side of no house shall be closer to the pavement than 30 feet.
2. There shall be no further division of lands herein described.
3. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
4. The lots shall be used for single family residential purposes only and not for any purpose of business or trade.
5. No one story dwelling house of less than 1500 square feet of heated area, exclusive of porches, carports, basements, and decks or terraces, and no one and one-half (1 1/2) or two (2) story dwellings having less than 1200 square feet on the first floor shall be erected on any lot in said subdivision.
6. No detached outbuilding, garage, or servants house on said property shall be erected closer to the side lot line than 25 feet. For corner lots, not closer than 35 feet, nor closer to the rear lot line than 20 feet and must be in the rear of the dwelling house.
7. No more than one outbuilding per acre, shall be built on any lot in this subdivision.
8. Fences, hedges and walls exceeding three feet in height shall not be built closer to any road or street right of way line than the front line of the house nearest to such road or street line.
9. No lot shall be cultivated for crops of any sort, except in small kitchen gardens, suitably located at the rear of the dwelling.
10. No trailers, temporary buildings, servant houses, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots in according with these restrictions.
11. No dog kennels, swine parlors, or places for raising of livestock or other animals will be allowed. No cows shall be kept on the premises; however, this provision is not intended to prohibit the owner from keeping pets, such as dogs or other animals, so long as they do not become a nuisance. Also, as long as no nuisance is created, owners may have up to 2 horses per 3 acre lot. On lots of less than 3 acres, no horses are allowed.
12. No occupant of any lot may accommodate boarders or lodgers for hire on the premises.
13. The outbuildings erected shall be for the personal use of the property owner and no trailers or mobile homes shall be placed on said property.
14. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any 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 any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this rights extends not only to the present owners of said property, but also to any future lot owners therein.
15. Invalidation of any one 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.
16. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying lots shall be subject to the restrictions herein set forth.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 APR 24 PM 2:02

Thomas J. [Signature]
JUDGE OF PROBATE

1. Deed Tax \$ 1.00
2. Mtg Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 2.00