

This form furnished by:

**Cahaba Title, Inc.**

Riverchase Office  
(205) 988-5600

Eastern Office  
(205) 833-1571

This instrument was prepared by:  
(Name) Richard C. Shuleva, Attorney  
(Address) P.O. Box 607  
Pelham, AL 35124

661  
Send Tax Notice to:

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

**WARRANTY DEED**

STATE OF ALABAMA  
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Nineteen Thousand Two Hundred Fifty & No/100 Dollars (\$19,250.00)

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,  
F. Richard Fogle and wife, Anna Carol Fogle,

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto  
Fogle Enterprises, Inc.,

(herein referred to as grantee, whether one or more), the following described real estate, situated in  
County, Alabama, to-wit:  
Shelby

See attached Exhibit "A" for legal description.

BOOK 321 PAGE 799

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

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or 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 stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 29<sup>th</sup>  
day of Nov., 19 90

(Seal)

(Seal)

(Seal)

Richard Fogle (Seal)  
F. Richard Fogle  
Anna Carol Fogle (Seal)  
Anna Carol Fogle (Seal)

STATE OF ALABAMA  
Shelby

County }

General Acknowledgment

I, the undersigned  
in said State, hereby certify that

F. Richard Fogle and wife, Anna Carol Fogle,  
a Notary Public in and for said County,

whose name(s) 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 29<sup>th</sup> day of Nov., 19 90

My Commission Expires: 6-20-92

Notary Public

EXHIBIT "A"

A parcel of land in the SW1/4 of the SE1/4 of Section 4, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows: Commence at the SE corner of the N.W. 1/4 of the N.E. 1/4 of said Section 9; thence run North 87 deg. 41 min. 01 sec. West along the South 1/4-1/4 line 248.51 feet; thence run North 34 deg. 23 min. 43 sec. West for 2406.57 feet to the point of intersection of the centerlines of Crosscut Road and Carriage Lane; thence run North 84 deg. 07 min. 47 sec. East for 92.80 feet along the centerline of Crosscut Road; thence run North 55 deg. 11 min. 14 sec. East for 198.89 feet along the centerline of said road; thence run North 68 deg. 22 min. 39 sec. East for 119.40 feet along the centerline of said road; thence run South 71 deg. 33 min. 52 sec. East for 142.30 feet along the centerline of said road; thence run South 84 deg. 27 min. 15 sec. East for 103.48 feet along the centerline of said road to the point of beginning; thence run North 77 deg. 28 min. 18 sec. East for 73.76 feet along the centerline of said road; thence run North 27 deg. 09 min. 01 sec. East for 87.66 feet along the centerline of said road; thence run North 14 deg. 18 min. 03 sec. East for 105.26 feet along the centerline of said road; thence run North 46 deg. 11 min. 09 sec. East for 102.52 feet along the centerline of said road; thence run North 61 deg. 56 min. 04 sec. East for 267.81 feet along the centerline of said road; thence run South 19 deg. 53 min. 23 sec. East for 613.00 feet; thence run South 70 deg. 06 min. 42 sec. West for 490.81 feet; thence run North 29 deg. 07 min. 59 sec. West for 401.18 feet to the point of beginning; being situated in Shelby County, Alabama. Less and except the Northerly 30 feet of said property, lying South of the above described centerline.

Subject to any portion in Crosscut Road and Carriage Lane.

Mineral and mining rights excepted.

Subject to existing easements, rights-of-way, limitations, restrictions, if any, of record. Subject further to the restrictions attached hereto, labeled Exhibit "B" and incorporated herein.

EXHIBIT "B"

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 2½ 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 shoreline, 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 one 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 outbuildings 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 by 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.

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

90 DEC 12 AM 10:27

JUDGE OF PROBATE

1. Deed Tax	19.50
2. Mfg. Tax	
3. Recording Fee	10.00
4. Indexing Fee	5.00
5. No Tax Fee	
6. Certified Fee	1.00
Total	33.50