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500

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

Send Tax Notice to:  
(Name) Joanne P. Fogle  
(Address) Rt. 4 Box 643  
Alabaster, AL 35007

**WARRANTY DEED**

STATE OF ALABAMA  
SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Dollar (\$1.00) & other good & valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Michael Fogle and wife, Joanne P. Fogle,

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

Joanne P. Fogle, a married woman,

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

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and lying South of an unpaved public roadway and being more particularly described as follows:

Begin at the Southwest corner of said Southeast 1/4; thence in a Northerly direction, along and with the West line of said Southeast 1/4, 299.70 feet to the Southerly prescriptive right-of-way margin of an unpaved public roadway; thence in a generally East direction along and with said Southerly right-of-way margin the following ten courses; thence with a deflection of 53 deg. 10 min. 27 sec., right, 123.93 feet; thence with a deflection of 19 deg. 06 min. 34 sec., right 69.06 feet; thence with a deflection of 26 deg. 39 min. 51 sec., right 47.76 feet; thence with a deflection of 9 deg. 41 min. 39 sec. right, 101.64 feet; thence with a deflection of 18 deg. 43 min. 56 sec. left, 153.58 feet; thence with a deflection of 14 deg. 40 min. 31 sec. right, 123.18 feet; thence with a deflection of 9 deg. 06 min. 45 sec. right, 366.41 feet; thence with a deflection of 6 deg. 39 min. 34 sec. right, 189.86 feet; thence with a deflection of 14 deg. 51 min. 33 sec. left, 320.76 feet; thence with a deflection of 7 deg. 21 min. 07 sec. right 185.89 feet to the South line of the Southeast 1/4 of Section 5; thence with a deflection of 159 deg. 58 min. 02 sec. right 1562.91 feet to the Southwest corner of the Southeast 1/4 of Section 5, and the point of beginning and forming an interior closing angle of 92 deg. 49 min. 01 sec.; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Subject to existing easements, restrictions, rights-of-way, limitations, if any, of record. Subject further to the restrictions attached hereto, labeled Exhibit "A" and incorporated herein. 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 22nd day of February, 19 91

\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Seal)

Michael Fogle (Seal)  
Michael Fogle  
Joanne P. Fogle (Seal)  
Joanne P. Fogle (Seal)

STATE OF ALABAMA  
Shelby

County }

General Acknowledgment

I, the undersigned in said State, hereby certify that Michael Fogle and wife, Joanne P. 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 22nd day of February, 19 91

6-5-92  
My Commission Expires

Jimmy [Signature]  
Notary Public

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EXHIBIT "A"

RESTRICTIONS

The following restrictions shall not apply to the Grantee herein, Joanne P. Fogle, with the exception that said real estate shall be used for residential purposes only and not for any purpose of business or trade except that Joanne P. Fogle can in addition use said property for her art studio and/or gallery and/or any other related art business. In the event that Joanne P. Fogle sells this real estate and it has not been subdivided, then the only restriction applying shall be that it shall be used for residential purposes only and not for any purpose of business or trade. In the event that the property described in the attached deed is subdivided by Joanne P. Fogle or any successor or assign of hers, then in such event these restrictions shall apply. They are as follows:

1. That said property shall be uses for residential purposes only and not for any purpose of business or trade, (except that same may be used as an art studio and/or gallery and/or other related art business for Joanne P. Fogle) and that no more than one single family dwelling house, including a house trailer or a mobile home as specified below of not less than 840 square feet of living space may be erected on less than 15,000 square feet of land 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 25 feet of the front property line, or within 10 feet of any side property line of said property, except by approval in writing from Joanne P. Fogle, her 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 therein 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 abovementioned, shall at any time be used as a residence, temporary or permanent, except that an attractive house trailer or mobile homes may be so used provided that the same is underpinned to Joanne P. Fogle's specifications.

6. Animals or fowls will be allowed. No dog kennels will be allowed, or more than one (1) horse per acre on each parcel.

7. No outbuilding shall be constructed any nearer the front of the property than the rearmost portion of any dwelling house.

8. When construction of any building is once begun, work thereon must be prosecuted diligently and continuously, with the exposed exterior completed within 12 months.

9. 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.

10. No building shall be erected, placed or altered on the property until the construction plans and specifications and a plat showing the location of the structure have been approved in writing by Joanne P. Fogle, her successors or assigns.

11. 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.

12. 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.

13. Joanne P. Fogle reserves to herself, her 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.

14. 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 the neighborhood to prosecute any proceeding at law, or in

equity, against the person or persons violating, or attempting to violate, any such restrictions and either to prevent him/her or them from so doing, or to recover damages for such violation.

15. Invalidation of any one of these restrictions 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 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.

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

91 MAR 15 PM 2:39

*Thomas H. [Signature]*  
JUDGE OF PROBATE

1. Dead Tax	50
2. Misc. Tax	
3. Record Fee	79.00
4. [unclear]	3.00
5. [unclear]	1.00
6. [unclear]	
Total	145.00