

In accordance with the provisions of The Homestead covenant as recorded in Real Book 30 pages 510-518, the owners of the property subject to these restrictions have voted to amend the covenant as follows:

AMENDMENT ONE. Part A change property description to read "The undersigned, being the owners of the following described property situated, lying and being in Shelby County, ~~state of Alabama~~, to wit:

- Lots 2-12 and Lots 14-26 Sector A
- Lots A,B and 1-22 Sector B
- Lots 1-10 Sector C
- Lots 1-14 Sector A Phase 2
- Lots 2A and 2B Sector D as described in instrument number 1992-0022811 dated August 3, 1993, Real Book 102 pages 972-3 dated November 18, 1986, and Real Book 186 page 914 dated May 24, 1988
- Lots 3-8 Sector D

09/26/1994-29117  
 09:26 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 D09 MCD 28.50

Inst # 1994-29117

The above described lots further described and recorded in the office of the Judge of Probate, Shelby County, Alabama in Map Book 8 page 167, Map Book 11 page 5, Map Book 12 page 34 and Map Book 13 page 87.

Also property not subdivided as described on Exhibits A,B and C(attached)."

AMENDMENT TWO. Part C-2 and all succeeding parts change "Architectural Control Committee" to "Executive Committee."

AMENDMENT THREE. Part C-2 change "No building shall be erected....." to "No family dwelling, parking garage, tool/tractor shed or boat house shall be erected....."

AMENDMENT FOUR. Part C-3 Change "1000 square feet" to "1500 square feet". Add "The Executive Committee may grant approval of as little as 1200 square feet of heated space for reasons of flood plain or Health Department restrictions only."

AMENDMENT FIVE. Part D-1 change to read "MEMBERSHIP. The Homestead Executive Committee will consist of five elected property owners who will occupy their property as a primary residence for more than nine months in a calendar year. Term of office will be two years with election in January. At the initial election two members will be elected for one year, three members for two years. Any qualified property owner may be nominated in the December preceding the election by any property owner."

AMENDMENT SIX. Part D-3 change to read "PROCEDURE. The Executive Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications will be approved or disapproved within 30 days of submission. Action on on infraction of the covenant disclosed to the Committee will take place within 30 days of the disclosure."

AMENDMENT SEVEN. Part E-4 change to read "Written notice of said meeting must be given no less than 30 days before the meeting....."

1. David M. Flynn  
 2. Robert B. James

Paula F. Flynn  
Frankie James  
 D.M. FLYNN  
 111 Mc CLURE DR.  
 WILSONVILLE, AL 35186

3. R. E. McCombs

4. Ruth E. Feltus

5. H. B. Miller

6. James S. Wiley

7. James Sanger

8. Harold H. Parsons

9. Virginia Hays

10. John Eddy

11. Laura C. Wren

12. Gladys McNelly

13. Elvira Bolles

14. Charles Bolles

15. Mildred M. Tatum

16. Bob

17. John A. Rose

18. James Hurn

19. James Hurn

20. J. A. Hurn

21. Emmett A. Hurn

22. Margaret Stokes

23. Jennie S. Mitchell

24. Dr. Philip Mose

25. Harold D. Hager

26. Harold D. Hager

Dot McCombs

Helen Miller

Louis L. Wiley

Nina A. Parsons

Wm. H. Massey

Ann Eddy +

William Wilbur

James R. McCombs +

John Tatum

Pipp Berry +

James B. Ross

James (Hazel) Hurn

Frank Varian

Ed. Marwood ✓

Juanita L. Wolfe

Margaret A. Hager

- 27. Mary Stog
- 28. Joseph D. Harper Jr.
- 29. Anna Murphy
- 30. Melissa Kozetta
- 31. Steve Bowers
- 32. David Russ
- 33. Lester Sartain
- 34. Oleida Mullins
- 35. Walter Ammon
- 36. Jeanette Frazier
- 37. Neal L. Cotney
- 38. Madelyn L. Lockert

- Thomas Harper
- Denari Rose
- Betty J. Sartain
- Jimmie Lee Mullins
- Carol Ammon
- Edith F. Mathis
- Kathryn M. Cotney

State of Alabama  
Shelby County

I the undersigned, Notary Public, in and for said County in said State, hereby certify that the individuals whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 25<sup>th</sup> day of September, 1994.

Lisa Carolyn Ammon  
Notary Public  
MY COMMISSION EXPIRES MAY 21, 1996

578

This instrument was prepared by  
(Name) DONALD REAL ESTATE  
(Address) 4508 GARY AVE. FAIRFIELD, AL 35064

Send Tax Notice To: PAUL AND JANICE VICK  
name  
1239 KAHATCHEE LOOP  
address CHILDERSBURG 35044

WARRANTY DEED- STATUTORY

STATE OF ALABAMA }  
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS:

That in consideration of SEVEN THOUSAND EIGHTY TWO AND THE ASSUMPTION OF AN  
EXISTING MORTGAGE AND NOTE IN THE AMOUNT OF TWELVE THOUSAND EIGHT  
HUNDRED SIX DOLLARS AND FORTY-FIVE CENTS,  
to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I  
or we,

WILLIAM PHILLIP LAZENBY, A MARRIED MAN

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

PAUL F. AND WIFE, JANICE L. VICK

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

LEGAL DESCRIPTION EXHIBIT "A" ATTACHED HERETO AND MADE A  
PART HEREOF.

LESS AND EXCEPT MINERAL, MINING, OIL AND GAS RIGHTS AND ALL  
RIGHTS INCIDENTAL THERETO.

SUBJECT TO EASEMENTS, RIGHT OF WAYS, ALL MATTERS OF PUBLIC  
RECORD AND ALL MATTERS AS SHOWN BY RECORDED SURVEY.

SUBJECT TO RESTRICTIONS AS RECORDED IN BOOK 57, PAGE 62;  
BOOK 3, PAGE 840; AND BOOK 30, PAGE 510, IN THE SHELBY  
COUNTY COURTHOUSE.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR.

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 the said GRANTEEES,  
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 GRANTEEES, their heirs and assigns forever,  
against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this 30<sup>th</sup>  
day of April, 1991.

(Seal)

(Seal)

(Seal)

William Phillip Lazenby (Seal)

(Seal)

(Seal)

STATE OF ALABAMA }  
Jefferson COUNTY }

General Acknowledgment

I, Beatrice J. Debbie, a Notary Public in and for said County, in said State,  
hereby certify that William Phillip Lazenby  
whose name 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 executed the same voluntarily  
on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of April, A. D., 1991.

Beatrice J. Debbie  
Notary Public  
MY COMMISSION EXPIRES 2-28-92

BOOK 341 PAGE 915

Legal Description

Exhibit "A"

Commence at the Northeast corner of Section 18, Township 21 South, Range 2 East, Shelby County, Alabama and run thence Westerly along the North line of said Section 18 a distance of 609.92' to a point, thence turn a deflection angle of 88 degrees 50' 30" to the left and run Southerly a distance of 2,396.65' to a point, thence turn a deflection angle of 94 degrees 40' 46" to the right and run Westerly a distance of 692.96' to the point of beginning of the property being described, thence turn a deflection angle of 90 degrees 25' 22" to the left and run Southerly a distance of 242.01' to a point, thence turn a deflection angle of 89 degrees 34' 38" to the left and run Easterly a distance of 696.86' to a point on the Westerly right of way line of a paved road in a curve to the right having a central angle of 26 degrees 09' 18" and a radius of 295.87', thence run Northeasterly along the arc of said curve an arc distance of 135.06' to the P.T. of said curve, thence continue along the tangent of said curve a tangent distance of 148.56' to a point, thence turn a deflection angle of 126 degrees 36' 39" to the left from tangent and run Westerly a distance of 840.71' to the point of beginning.

BOOK 179 PAGE 955

BOOK 341 PAGE 916

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

88 APR 14 AM 9:19

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

1. Deed Tax \$ 25.35  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 33.85

I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAY -7 PM 1:38

JUDGE OF PROBATE

1. Deed Tax \_\_\_\_\_ \$ 7.50  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee \_\_\_\_\_ \$ 5.00  
4. Indexing Fee \_\_\_\_\_ \$ 3.00  
5. No Tax Fee \_\_\_\_\_  
6. Certified Fee \_\_\_\_\_ \$ 1.00  
Total \_\_\_\_\_ \$ 16.50

This instrument was prepared by

1241

43.75

(Name) Donald Real Estate & Ins. Co., Inc.

(Address) 4508 Gary Avenue, Fairfield, Al. 35064

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David F. and Jimmy G. Russ,  
↑--[a single man

a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

The Homestead, A Joint Venture

of twentytwo thousand five hundred dollars 00/100  
(\$ 22,500.00 ), evidenced by one promissary note  
(hereinafter called "Mortgagee", whether one or more), in the sum  
Dollars

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

David F. Russ and Jimmy G. Russ,

a married man.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

DESCRIPTION

Commence at the northeast corner of Section 18, Township 21 South, Range 2 East Shelby County, Alabama: thence run south 89 degrees 31 minutes 50 seconds west along the north line of said Section for a distance of 609.92 feet; thence run south 00 degrees 41 minutes 20 seconds west for a distance of 1943.39 feet; thence run south 09 degrees 33 minutes 50 seconds west for 63.57 feet; thence run south 09 degrees 03 minutes 27 seconds west for a distance of 110.05 feet to the point of beginning; thence run south 3 degrees 35 minutes west for a distance of 228.07 feet; thence run south 06 degrees 24 minutes 20 seconds east for a distance of 505.74 feet to a point on the west right-of-way line of Homestead Drive; thence run along the west right-of-way line of Homestead Drive (said right-of-way being situated on a curve to the right with a central angle of 22 degrees 59 minutes 30 seconds a radius of 265.06, a chord of 105.98 and a chord bearing of south 30 degrees 32 minutes 37 seconds west) for a distance of 106.70 feet to the end of said curve; thence run south 42 degrees 02 minutes 26 seconds west along the right-of-way line of Homestead Drive for a distance of 154.94 feet; thence run north 04 degrees 35 minutes 09 seconds west along the north line of a parcel of land recorded in Real 179, Page 952 in the office of the Judge of Probate, Shelby County, Alabama for a distance of 840.52 feet; thence run north 04 degrees 56 minutes 21 seconds east for a distance of 379.93 feet; thence run north 09 degrees 02 minutes 46 seconds east for a distance of 471.25 feet to the point of beginning.

Less and except mineral, mining, oil and gas rights and all rights incidental thereto.

Subject to restrictions as recorded in Book 57, page 62, Book 3, page 840, book 30, page 510, in the Probate Office of Shelby County.

Subject to easements, right of ways and all matters of public records.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 388 PAGE 311

David J. Russ

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set *our* signatures and seal, this *31<sup>st</sup>* day of *December*, 19*91*

*David F. Russ* ..... (SEAL)  
*J. H. Russ* ..... (SEAL)  
 ..... (SEAL)  
 ..... (SEAL)

THE STATE of *Alabama*

*Jefferson* COUNTY

I, *Patricia O. Adams*, a Notary Public in and for said County, in said State, hereby certify that *David F. Russ and Jimmy L. Russ*

whose names 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 *31<sup>st</sup>* day of *December*, 19*91*  
*Patricia O. Adams* Notary Public.

THE STATE of *Alabama*

*Jefferson* COUNTY

I, *Patricia O. Adams*, a Notary Public in and for said County, in said State, hereby certify that *David F. Russ and Jimmy L. Russ*

whose name as of 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 such 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 *31<sup>st</sup>* day of *December*, 19*91*

*Patricia O. Adams* Notary Public  
 STATE OF ALABAMA  
 I CERTIFY THIS INSTRUMENT WAS FILED

92 FEB 17 PM 2:29

JUDGE OF PROBATE

Return to:

TO

MORTGAGE DEED

1. Deed Tax	\$ 33.75
2. Mtg. Tax	\$ 3.00
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 42.75

This form furnished by

IND TITLE COMPANY OF ALABAMA

600 20TH STREET NORTH  
 BIRMINGHAM, ALABAMA 35203-2693  
 (205) 251-2871

LT006

B.T. 4

BOOK JOYPAGE 10

EXHIBIT C

SEND TAX NOTICE TO:

THIS INSTRUMENT WAS PREPARED BY:  
DONALD REAL ESTATE & INSURANCE CO., INC.  
4508 GARY AVE  
FAIRFIELD, AL. 35064

Mr. Vernon W. Ashe Jr.  
1512 Glenwood Street  
Birmingham, Al. 35215

1419

STATE OF ALABAMA )  
Shelby COUNTY )

JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR  
STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of  
Sixteen Thousand Nine Hundred eighty Dollars & 00/100-----  
to the undersigned grantor, in hand paid by the grantee herein,  
the receipt whereof is acknowledged, I

(herein referred to as grantor), grant, bargain, sell and  
convey unto Robert L. Robinson, a married man  
Vernon W. Ashe, Jr. and wife Linda Gail Ashe  
(herein referred to as grantee) 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, to-wit;

Legal description Exhibit "A" attached hereto and made a part  
thereof.

Less and except mineral, mining, oil and gas rights and all rights  
incidental thereto.

Subject to easements, rights of way and all matters of public record.

Subject to right of way to South Central Bell as recorded in Volume  
351, page 357 and Volume 253, page 839 in the Probate Office of  
Shelby County, and right of way to Alabama Power Co. as recorded in  
Real 1, page 359 and Volume 105, page 81, Volume 107, page 531,  
Volume 133, page 273, Volume 142, page 418 and Volume 165, page  
116, in the Probate Office of Shelby County, Al.

Subject to restrictions recorded in Book 57, page 62, Book 3  
page 840 and Book 30, page 510.

BOOK 249 PAGE 689

THIS IS NOT THE HOMESTEAD OF GRANTOR.

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 forever, together with every contingent remainder and right  
of reversion.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET my HAND(S)  
AND SEAL(S) THIS 1st DAY OF August 19 89

WITNESS:

WITNESS:

WITNESS:

Robert L. Robinson  
The Homestead - a joint venture  
by Robert L. Robinson & Partner

STATE OF ALABAMA )  
Jefferson COUNTY )

I, Beatrice F. Dobbs a Notary Public in and for said  
County, in said State, hereby certify that Robert L. Robinson

whose name(s) is signed to the foregoing conveyance, and who is  
known to me, acknowledged before me on this day, that being in-  
formed of the contents of the conveyance, has executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of August 19 89

Beatrice F. Dobbs  
Notary Public



LEGAL DESCRIPTION  
EXHIBIT "A"

PARCEL I:

A parcel of land situated in the NE 1/4 of Section 18, Township 21 South, Range 2 East, described as follows:

Commence at the NE corner of the NE 1/4 of Section 18 and go South 89 degrees, 31 minutes, 50 seconds West along the North Boundary of said 1/4 Section for 609.92 feet; thence South 00 degrees, 41 minutes, 20 seconds West for 1943.39 feet to an existing iron pin and the Point of Beginning; thence South 89 degrees, 33 minutes, 50 seconds West for 63.57 feet to an existing iron pin; thence South 89 degrees, 03 minutes, 27 seconds West for 118.05 feet to an existing iron pin; thence South 03 degrees, 35 minutes, 00 seconds West for 228.00 feet; thence South 86 degrees, 24 minutes, 38 seconds East for 505.71 feet to a point on a curve on the West Boundary of Homestead Drive, said curve having a central angle of 14 degrees, 20 minutes, 10 seconds and a radius of 265.86 feet; thence Northeasterly along said curve and said West Boundary for 66.52 feet to the point of tangent; thence North 04 degrees, 42 minutes, 20 seconds East along the West boundary of Homestead Drive for 105.68 feet to the beginning of a curve to the right, said curve having a central angle of 06 degrees, 10 minutes, 03 seconds and a radius of 655.49 feet; thence Northeasterly along said curve and said West Boundary for 70.56 feet; thence North 86 degrees, 24 minutes, 36 seconds West for 341.29 feet to the point of beginning. This property is not located in a flood plain.

PARCEL II:

An undivided non-exclusive interest along with all other real estate owners within The Homestead Subdivision for the right of ingress and egress for recreational water borne vehicles to the waters of Lay Lake, described as starting at the Southwest corner of Homestead Canal as shown on the map of The Homestead Sector "A", Phase II as recorded in Map Book 13, page 87 in the Probate Office of Shelby County, Alabama.

Begin at the Southwest corner, thence running North 77 degrees, 57' 51" East a distance of 63.14 feet to a point; thence South 13 degrees, 11', 50" East a distance of 47.17 feet to a point on the North right of way line of Homestead Drive; thence South 79 degrees, 11' 01" West a distance of 61.38 feet to a point; thence North 15 degrees, 26' 19" West a distance of 45.94 feet to the point of beginning. This property is located in a flood plain.

89 AUG -4 PM 12:45

JUDGE OF PROBATE

1. Deed Tax	\$ 17.00
2. Mtg. Tax	-----
3. Recording Fee	5.00
<i>cert</i>	1.00
4. Indexing Fee	3.00
TOTAL	26.00

Inst # 1994-29117

09/26/1994-29117  
09:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 MCD 28.50

BOOK 249 PAGE 690