

STATE OF ALABAMA)

SHELBY COUNTY)

4897
WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of two thousand five hundred dollars (\$2,500.00), and other valuable considerations, to the undersigned Grantors, Levert G. Gravlee and Frances M. Gravlee, husband and wife, in hand paid by Robert W. Bone and Barbara B. Bone, husband and wife, the receipt whereof is acknowledged, we, Levert G. Gravlee and wife Frances M. Gravlee, the said Grantors, have sold and we do grant, bargain, sell and convey unto the said Robert W. Bone and wife Barbara B. Bone, hereinafter called the 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 property situated in Shelby County, Alabama, viz:

A part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 29, Township 19, South, Range 2, West, described as follows: Begin at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section and run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 617.07 feet; thence turn an angle of 126 degrees 18 minutes to the left and in a Southeasterly direction go a distance of 440.70 feet to a point on the center line tangent of a curve; thence 135 degrees 59 minutes to the left and in a Northeasterly direction along said center line go a distance of 70.0 feet to the point of intersection of said curve; thence 48 degrees 17 minutes 30 seconds to the right and in a Northeasterly direction along said center line a distance of 417.08 feet; thence 57 degrees 28 minutes to the left and in a Northerly direction go 55.85 feet to point of beginning, minerals and mining rights excepted, and said tract containing 2.6 acres, more or less.

TO HAVE AND TO HOLD, the said real property unto the said Grantees, Robert W. Bone and Barbara B. Bone 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 contingent remainder and right of reversion.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that same are free from all encumbrances; that we have a good and lawful right to sell and convey the same as aforesaid; that we will, and 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.

As a part of the consideration herefor the Grantees shall execute to the Grantors a purchase money first mortgage conveying said real property to secure payment of \$6,500.00 due as the balance of consideration for this conveyance.

There is excepted out of the herein described real property and not hereby conveyed, that portion of the same which is located within Indian Crest Drive. There is also excepted the easement in favor of Alabama Power Company, as is described in deeds recorded in Deed Book 124, page 493, and in Deed Book 214, page 631, in the Probate Office of Shelby County, Alabama.

Grantors covenant to pay 1968 taxes due on October 1, 1968.

Said real property is sold and hereby conveyed subject to the following conditions, limitations and restrictions which are imposed thereon, viz:

1. Said property shall be used for residential purposes only.

2. It is intended that said property shall be used as a site for only one single family type residence of not less than 1400 square feet of floor area, exclusive of porches, terraces and car ports, or of not less than 1000 square feet of floor area for the ground floor of any one and one-half or two story residence erected thereon, exclusive of porches, terraces and car ports. This restriction however shall not preclude or prohibit the erection by an owner, and the use of the following additional buildings on said property, viz: One guest or servant's house of not more than 1000 square feet of floor area, exclusive of porches, terraces and car ports, one barn building and necessary tool houses, work shops, detached garages, pump house buildings, all for family use.

3. A main dwelling erected on said property shall cost in its construction not less than \$18,000.00, based upon cost levels prevailing as of the date of this conveyance, it being the intent of this covenant to assure that such dwelling erected shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of this conveyance at the minimum cost stated herein, for the minimum permitted dwelling size specified.

4. Such main dwelling erected on said property shall be located no nearer the front line of said lot, which means the frontage on Indian Crest Drive, than fifty (50) feet from the main body of said dwelling, which includes porches, terraces and other projections, but does not include front steps. Other detached structures such as guest or servants house, barns, tool houses, work shops, but not including a well house, shall be located no nearer the front line of said lot than the main body of the single family residence permitted.

5. No structure of a temporary character, mobile home, basement, tent, garage, barn or other outbuilding shall be used or located on said property at any time as a residence, either temporarily or permanently.

6. No noxious or offensive activity shall be carried on upon said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to any neighbor.

7. No animals, livestock, poultry, of any kind shall be raised, bred or kept on said tract of land, except such as is kept for family use, or as pets. However not more than three horses may be kept and used on said property, provided they are not kept, bred or maintained for a commercial purpose. Swine may not be kept or maintained on said property at any time.

8. No individual sewerage disposal system shall be permitted or used on said land, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Shelby County Health Department, or such other Shelby County Authority as has jurisdiction of such matters. Approval of such system and field lines shall be obtained from such authority having jurisdiction thereof.

9. The Grantors and the Grantees, or their Grantees, heirs, executors, Administrators and assigns may by joint mutual agreement in writing amend, alter, change, or rescind these covenants, conditions and restrictions at any time.

10. Invalidation of one or more of these covenants conditions and restrictions by a judgement or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

11. These covenants, conditions and restrictions shall attach to and be binding upon, and run with the land, and be binding upon the parties hereto and all persons claiming under them for a period of twenty (20) years from the date hereof, and shall then automatically expire, and be of no further force or effect.

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this the 24th day of April, 1968.

Lever G. Gravlee (SEAL).
(Lever G. Gravlee).

Frances M. Gravlee (SEAL).
(Frances M. Gravlee).

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, CR. Hallman, a Notary Public, in and for said County, in said State, do hereby certify that Lever G. Gravlee and Frances M. Gravlee, husband and wife, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this the 24th day of April, 1968.

CR. Hallman
NOTARY PUBLIC.