

This instrument was prepared by

(Name) **WALLACE & ELLIS, Attorneys**

(Address) **Columbiana, Alabama**

Form 1-15 Rev. 1-66

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of **TEN THOUSAND AND NO/100** DOLLARS

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

Kathryn Purdy, a single woman and Margery Purdy, a single woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

James C. Upchurch and wife, Carol Fleck Upchurch

(herein referred to as 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 estate situated

in **Shelby** County, Alabama to-wit:

A parcel of land located in the SE $\frac{1}{4}$ of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 10; thence south along the east line thereof 372.88 feet to the point of beginning; thence 50 deg. 30' right in a southwesterly direction a distance of 865.52 feet; thence 23 deg. 23' right in a southwesterly direction a distance of 355.91 feet; thence 37 deg. 33' 30" right in a northwesterly direction a distance of 173.15 feet to a point in center line of road; thence 37 deg. 20' right and northwesterly along center line of road a distance of 177.10 feet to beginning of a curve to left, having a radius of 967.91 feet and a central angle of 15 deg. 34'; thence northwesterly along the tangent of said curve a distance of 66.57 feet; thence 76 deg. 53' right and northeasterly a distance of 865.15 feet; thence in a southeasterly direction along the edge of existing lake and the extension thereof to the point of beginning.

This conveyance is made subject to all transmission line permits and easements of record and also is made subject to those conditions and restrictions shown on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein.

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

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 **16th** day of **April**, 19**70**.

WITNESS:

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY

COUNTY

General Acknowledgment

the undersigned a Notary Public in and for said County, in said State, hereby certify that **Kathryn Purdy, a single woman, and Margery Purdy, a single woman** 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 **16th** day of **April**, A. D., 19**70**.

Notary Public.

EXHIBIT "A"

RESTRICTIONS - CHELSEA FOREST LAKE

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all five plots fronting on Chelsea Forest Lake.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half and two story buildings.
2. A maximum of one pier and one boathouse may be constructed on the above described property provided that neither of the same extend out in the water more than twenty-five (25) feet from the usual low water line; provided further that any such boathouse and pier will be of attractive design and consistent in design, construction, color and architecture with the residence and other improvements located on said property.
3. No building except the main residence or dwelling and boathouse shall be constructed within two hundred feet from the closest point of the lake.
4. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of the property line, except with the approval of the owners of the adjoining property.
5. Only electric motors of 5 horsepower or less shall be permitted for use on the lake. No boats shall be permitted on the lake in excess of a total overall length of fourteen feet. Lake plot owners will be allowed a maximum of two boats. No other boats will be allowed on the lake.
6. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding hogs and pigs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or fowl on said property; and provided further, however, that no such animal shall be pastured or kept within two hundred feet of the lake.
7. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity with all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be located or constructed as to pollute the lake.
8. All buildings, structures, and improvements located on the above described property must be consistent with each other in design, color and architectural type. No outbuildings, buildings or residences shall be erected or begun on said property without plans in three dimensions, specifications, architectural designs, grades and location therefor having first been submitted to and approved in writing by Grantors, their heirs, successors or assigns. No house trailers or mobile homes will be allowed.
9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written unanimous approval of the committee as constituted under Restriction No. 10. No portion of the above described property shall be sold or used for the purpose of extending any public or private road, street, or alley or for the purpose of opening any road, street, or alley, except by the prior written consent of said committee.
10. Upon the conveyance by Grantors of a total of four parcels of land fronting on the lake referred to above, excluding the lot presently occupied by Grantors, the owners of each of said four parcels of land, together with grantors, their heirs, successors and assigns, shall constitute a committee which shall have the right to modify, release, amend, void, transfer or delegate all of the rights, reservations, and restrictions herein set forth, or any one or more thereof, by unanimous vote only. The owners of each of said lots shall together be entitled to one vote on any question or issue raised. Although unanimous vote of said committee is required on the questions above stated in this paragraph, any other question or issue raised which is not referred to above shall be determined by a simple majority vote of said committee.
11. Invalidity of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

12. There shall be no hunting of game on the above described property at any time and no discharging of any type gun except in case of an emergency.

13. Grantees, their heirs, successors and assigns shall have a reasonable right of use in and to the lake for swimming and fishing and shall bear a pro rata share of any cost of maintaining or repairing said lake, dam, or other facilities necessary to the preservation of said lake. There shall be no minnow fishing whatsoever in the lake and no new or additional fish added to the lake except as approved by the aforementioned committee. The said lake shall be fertilized, fished, and managed in accordance with the suggestions and instructions of the Conservation Department, State and Federal.

14. Grantees, their heirs, successors and assigns shall have the use of Chelsea Forest Road and unless and until it is decided to Shelby County and accepted by Shelby County, shall bear a pro rata share of any cost of maintaining or repairing said Chelsea Forest Road. The aforementioned committee shall decide the placement and continuance of the mercury lights approved for Chelsea Forest Road and those mercury lights so approved shall be considered a road cost.

15. Prior to the completion by Grantees, their heirs, successors and assigns of an approved dwelling or residence on the above described property, the Grantors, their heirs, successors and assigns reserve the right of first refusal should Grantees, their heirs, successors and assigns desire to sell or convey the above described property. The remuneration to Grantees is to be their exact cost or the amount set by a Certified Appraiser of the Grantors' choice, whichever is less. After the completion of an approved dwelling or residence on the above described property and after Grantees have occupied said residence one full year, should Grantees desire to sell or convey the above described property, the first right of refusal shall go to the aforementioned committee.

16. These said restrictions shall be binding on the Grantors, their heirs, successors, executors and assigns on the approximately ten acres they are retaining adjoining the said lake and should they decide to sell or convey their said approximately ten acres, the first right of refusal shall go to the aforementioned committee.

17. These said restrictions shall be binding on Grantees and Grantors, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land subject only to modification or change as stated above.

STATE OF MISSISSIPPI
SHELBY COUNTY
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED
1972 APR 21 PM 10:01
UCC FILE NUMBER 35
REC. EX. & ENCL. AS SHOWN ABOVE
James H. Pritchett