

STATE OF ALABAMA

SHELBY COUNTY

3408

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Six Thousand Nine Hundred and no/100 Dollars, to the undersigned grantor, VICTOR SCOTT CONSTRUCTION COMPANY, INC., a corporation, (herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Hoyt M. Ayers and Beatrice H. Ayers (herein referred to as GRANTEEES) 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 part of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a part of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, a part of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and a part of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 7, Township 22 South, Range 2 West, more particularly described as follows: Commence at the southeast corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section; thence north 31 deg. 25 min. west along the south boundary of said quarter-quarter section 39.30 feet to the east boundary of County Road; thence north 54 deg. 03 min. east along the east boundary of said Road 26.09 feet to the point of beginning; thence continue north 54 deg. 03 min. east along this east boundary 139.35 feet to the point of tangent of a curve having a central angle of 30 deg. 46 min., a radius of 246.73 feet, a tangent of 67.90 feet and subtended by a cord bearing north 38 deg. 40 min. east and a length of 130.23 feet; thence continue along the arc of said curve 131.67 feet to the point of curve; thence north 23 deg. 17 min. east along this east boundary 191.39 feet to the point of tangent of a curve having a central angle of 104 deg. 30 min., a radius of 25.00 feet, a tangent of 32.31 feet and subtended by a cord bearing north 75 deg. 32 min. east and a length of 39.53 feet; thence continue along the arc of said curve 45.60 feet to the point of curve on the south boundary of County Road; thence south 52 deg. 13 min. east along the south boundary of said Road 305.00 feet; thence south 4 deg. 00 min. east a distance of 495.26 feet; thence south 34 deg. 11 min. west a distance of 517.54 feet; thence north 10 deg. 59 min. west a distance of 370.65 feet to the point of beginning; containing 6.9 acres, situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said GRANTEEES, 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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEEES, their heirs and executors and assigns forever, against the lawful claims of all persons.

Said property is being conveyed subject to the following restrictions and covenants:

1. This tract of land cannot be sold or divided into less than a 3-acre tract.
2. That said property shall be used as residential property only and not for any purpose of business or trade.
3. That no more than one residence containing not more than a two-family unit shall be constructed on any 3-acre tract.
4. No dwelling house having less than 1700 square feet of living area shall be constructed on this property.

5. No dwelling shall be occupied as such until the exterior thereof is completed.
6. No structure of temporary character, such as, trailers, tents, barns or other outbuildings shall be used as a residence, either temporarily or permanently.
7. The main body of any dwelling erected on said land shall not be located on said land nearer than 100' from the right-of-way of the road nor nearer than 50' from the side or rear property lines.
8. No outside toilets shall be permitted on said land and all sewage systems constructed on said land shall be first approved by the Shelby County Health Department or such other department within the County as is hereafter created having similar functions, and said system shall be constructed under the supervision of said department.
9. No swine or goats shall be kept or maintained on said property.
10. No obnoxious, offensive trade or activities shall be carried on upon any part of said land.
11. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein and shall be binding on all parties or their successors or assigns for a period of 20 years from the date hereof, at which time the said covenants shall be automatically extended for successive period of 10 years, unless by vote or a majority of the then persons owning three-fourths of the real property being sold by the grantor herein in this area and being subject to similar restrictions contained in this deed shall file in writing their consent for the change of said restrictions in whole or in part.
12. It is expressly understood and agreed that the covenants herein set forth may be proceeded upon for an injunction and for specific execution thereof against such person or persons violating the same and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative. Invalidation of any of these covenants, or any part thereof by any court of competent jurisdiction shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said GRANTOR, by its President who is
authorized to execute this conveyance, has hereunto set its signature and seal,
this the 8 day of June, 1971.

ATTEST:

Charles H. Scott
Secretary

VICTOR SCOTT CONSTRUCTION COMPANY, INC.
Victor Scott
President

STATE OF ALABAMA

SHELBY COUNTY

I, Betty A. Crawford, a Notary Public in and
for said State and County, hereby certify that Victor Scott, whose name as
President of Victor Scott Construction Company, Inc., 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 the 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 8th day of
June, 1971.

Betty A. Crawford
Notary Public
My Commission Expires July 27, 1974

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Shelby Cnty Judge of Probate, AL
06/08/1971 12:00:00 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY
RECORDED
1971 JUN -8 10:06
REC. EX. 11-8 10:06
VICTOR SCOTT CONSTRUCTION CO.
INC. 11-8 10:06

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