

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of _____

Seven Thousand Two 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 GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Buford C. Carpenter and Mary W. Carpenter (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 situated a part in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and a part in the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, all being in Section 7, Township 22 South, Range 2 West more exactly described as follows: Commence at the Northeast corner of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section; thence North 31 deg. 25 min. West along the North boundary of said quarter-quarter Section 293.87 feet; thence North 24 deg. 56 min. West a distance of 59.00 feet to the P.T. of a curve on the West boundary of County Road, this being the point of beginning; thence North 16 deg. 16 min. West along this west boundary 335.75 feet to the point of intersection of this West boundary with the South boundary of Shelby County Highway No. 12; thence South 74 deg. 51 min. West along this South boundary 376.00 feet to a County R.O.W. marker; thence South 21 deg. 20 min. East a distance of 877.46 feet to the P.C. of a curve on the North boundary of County Road; thence North 63 deg. 52 min. East along this North boundary 158.34 feet to the P.T. of a curve to the left having a central angle of 17 deg. 51 min.; a radius of 543.70 feet and a tangent distance of 35.38 feet; thence in a North-Easterly direction along an arc 170.00 feet to the P.C. of said curve; thence North 46 deg. 01 min. East a distance of 114.79 feet to the point of intersection with the West boundary of County Road; thence North-westerly 101.92 feet along an arc of a curve having a central angle of 27 deg. 12 min. and a radius of 509.32 feet to the P.T. of said curve; thence North 33 deg. 33 min. West along this West boundary 200.24 feet to the P.C. of a curve to the right having a central angle of 17 deg. 22 min.; a radius of 440.27 feet and a tangent distance of 67.24 feet; thence in a Northwesterly direction 133.25 feet along the arc of said curve to the point of beginning. All corners are marked by irons and tract contains 7.2 acres.

The grantor hereby reserves a 5' easement of uniform width along the southeasterly line of the above described lot, the southeasterly line of said 5' easement being the northwesterly right-of-way line of a County Road.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, 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 afore-said, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEES, 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.



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Shelby Cnty Judge of Probate, AL
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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 ft. from the right-of-way of the road nor nearer than 50 ft. 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. Invalidity 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 hereto set its signature and seal, this the 24 day of July, 19 71.

ATTEST:

Charles N. Scott
Secretary

VICTOR SCOTT CONSTRUCTION COMPANY, INC.
By Victor Scott
President

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
IN
BOOK - 2 AM 10:59
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REC. & PAGE AS SHOWN ABOVE
INDEXED BY
INDEX OF INSTRUMENTS

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 24th day of July, 19 71.

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

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