

4404

STATE OF ALABAMA

SHELBY COUNTY


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

Four Thousand Nine Hundred Forty 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 Hoyt M. Ayers and Beatrice H. Ayers

(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 in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 22 South, Range 2 West described as follows: Commence at the Northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, from a bearing of North 81 deg. 28 min. West on the North boundary of said quarter-quarter section proceed South 87 deg. 11 min. West a distance of 867.00 feet to the point of beginning; thence continue along this line 517.54 feet; thence South 10 deg. 59 min. East a distance of 407.62 feet to the North boundary of County Road; thence South 87 deg. 31 min. East along this North boundary 471.00 feet; thence North 4 deg. 00 min. West a distance of 474.17 feet to the point of beginning. All corners are marked by irons and tract contains 4.94 acres.


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

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.

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. 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 hereto set its signature and seal, this the 4 day of August, 19 71.

ATTEST:

Charles D. Scott
Secretary

VICTOR SCOTT CONSTRUCTION COMPANY, INC.

By

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 6th day of August, 19 71.

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