

This instrument was prepared by

(Name) Robert O. Driggers, Attorney

(Address) 2824 Linden Avenue, Homewood, Alabama

Form 1-1-5 Rev. 1-66

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

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWELVE THOUSAND FIVE HUNDRED (\$12,500.00)----- DOLLARS

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

ROBERT L. BURR and wife, VIRGINIA JOHNSON BURR

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

PETER M. BUTTON and wife, SANDRA L. BUTTON

(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:

Begin at the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 19 South, Range 2 West, thence run north along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 660 feet, thence turn 91° 59' 40" right and run 330.6 feet, thence turn 88° 00' 20" right and run 660 feet, thence turn 91° 59' 40" right and run 330.6 feet to the point of beginning; less and except a 50.00 foot wide right-of-way for a public street, across the southerly 50 feet thereof.

This conveyance is subject to the following:

1. Taxes for the year 1972.
2. Conditions, limitations and restrictions numbered 1 through 11, attached hereto and made a part hereof as EXHIBIT "A".
3. Easements, rights-of-way and restrictions of record, if any, in the office of the Judge of Probate of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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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 3rd day of May, 1972.

WITNESS:

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA
JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT L. BURR and wife, VIRGINIA JOHNSON BURR 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 3rd day of May, A. D., 1972.

Robert O. Driggers
Notary Public.

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 1700 square feet of floor area, exclusive of porches, terraces and car ports, or 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 any 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 \$20,000.00, 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, or any line, of said property than (50) fifty 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 not be located nearer the front line, or any line, of said property 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. This restriction is applicable to each (5) five acre tract.
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.

BOOK 274 PAGE 198

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT

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EXHIBIT "A"

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 recind 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 (20) twenty years from the date hereof, and shall then automatically expire, and be of no further force or effect.



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Book 274 Page 198-A

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Robert O. Rogers
2824 Division Ave