

See changed restrictions 9-8-78 9-8-78 12-536

This instrument was prepared by

(Name) WALLACE, ELLIS & FOWLER, Attorneys

(Address) Columbiana, Alabama 35051

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 }
SHELBY COUNTY } KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TWENTY-FIVE 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 E. Mulvaney and wife, Betty Drew Mulvaney
(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 NE¹/₄ of the SE¹/₄ and the SE¹/₄ of the NE¹/₄ of Section 10,
Township 20 South, Range 1 West, more particularly described as follows: Commence at
the NE corner of said NE¹/₄ of the SE¹/₄; thence in a westerly direction along the North
line of said ¹/₄ ¹/₄ Section a distance of 169.85 feet to the point of beginning; thence
continue along last described course a distance of 100feet; thence 116 deg. 18' 30"
right in a northeasterly direction a distance of 368.02 feet; thence 116 deg. 18' 30"
left in a westerly direction a distance of 1161.36 feet; thence 88 deg. 34' left in
a southerly direction a distance of 330.00 feet; thence 91 deg. 26' left in an east-
erly direction a distance of 271.59 feet; thence 90 deg. 44' 45" right in a southerly
direction a distance of 253.69 feet; thence 74 deg. 50' left in a southeasterly
direction a distance of 266.65 feet; thence 4 deg. 52' 30" right in a southeasterly
direction a distance of 270.43 feet to the beginning of a curve to the left, having
a radius of 141.71 feet and a central angle of 58 deg. 51' 45"; thence in a north-
easterly direction along arc of said curve a distance of 145.58 feet to end of said
curve; thence northeasterly along a line tangent to said curve, a distance of 51.06
feet to the beginning of a curve to the left, having a radius of 292.53 feet and a
central angle of 39 deg. 12' 30"; thence in a northeasterly direction along arc of
said curve a distance of 200.18 feet to end of said curve; thence northeasterly along
a line tangent to said curve, a distance of 209.59 feet to the point of beginning.

This conveyance is made subject to all transmission line permits and easements of record and
is made subject to those conditions and restrictions shown on Exhibit "A" attached hereto as
part and parcel hereof as fully as if set out herein, except, however, Grantee shall be allowed
their option to divide said parcel above described into two plats of land approximately 7¹/₂ ac
each, one of these two plots, at grantees' election, may be sold for the purpose of constructing
one and only one residence or dwelling in addition to the one residence or dwelling which grantees
are planning to construct southwest of the lake located on said parcel. Each said residence
dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches
decks. 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 15th
day of February, 1974.

WITNESS:
_____(Seal)
_____(Seal)
_____(Seal)

Kathryn Purdy
Margery Purdy

STATE OF ALABAMA }
SHELBY COUNTY }

General Acknowledgment
19740311000011480 1/3 \$.00
Shelby Cnty Judge of Probate, AL
03/11/1974 01:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Kathryn Purdy and Margery Purdy
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 15th day of February, A. D., 1974.
Nancy K. Jarner
Notary Public.

EXHIBIT "A"

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations.

1. Since Parcel 6 lends itself to a possible division into two plots of approximately $7\frac{1}{2}$ acres each, one of these two plots, at Grantees' election, may be sold for the purpose of constructing one and only one residence or dwelling in addition to the one residence or dwelling which the Grantees are planning to construct southwest of the lake located on Parcel 6. Each said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches or decks.

2. Notwithstanding the above, it is understood between Grantees and grantors, that Parcel 6 may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written approval of Grantors, their heirs, successors and assigns. No portion of the said Parcel 6 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 Grantors, their heirs, successors and assigns.

3. These restrictions and limitations shall apply equally to the second plot should the Grantees elect to sell or deed this plot. No residence or dwelling or any other building may be constructed in the area West of Chelsea Forest Road and East of the lake on Parcel 6, south of the north line of said $\frac{1}{4}$ $\frac{1}{4}$ Section.

4. When the lake on Parcel 6 was constructed, two earth piers were built. No further piers may be constructed on the lake on Parcel 6. If two houses are finally constructed on the hereinabove described property, a maximum of 2 boathouses may be constructed, one for each plot, provided that neither of the same shall extend out into the water more than 25 feet from the usual low water level line; provided further that each boathouse will be of attractive design and consistent in design, construction, color, and architecture with the residence and other improvements located on said property.

5. No building except the main residence or dwelling and boathouse shall be constructed within one hundred feet from the closest point of the lake.

6. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chelsea Forest Road. Except for a reasonable driveway, no large trees may be cut 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.

7. Only electric motors of 5 horsepower or less shall be permitted for use on the lake. All persons fishing on the lake shall be members of the owners' family or accompanied by a member of the owners' family.

8. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding pigs and hogs 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 one hundred feet of the lake.

9. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity of all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be so located or constructed so as to pollute any spring, stream or lake located on the property.

10. 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.

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 of gun except in case of an emergency.



13. Grantees, their heirs, successors and assigns shall bear a pro rata share of any cost of maintaining or repairing the dam, spillway or other facilities necessary to the preservation of said lake. There shall be no minnow fishing whatsoever in the lake located on the above described property, and no new or additional fish added to the lake except in accordance with the suggestions and instructions of the Conservation Department, State and Federal. The said lake shall be fertilized 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 deeded 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. Motorcycles and motor bikes are restricted from Chelsea Forest Road except as a means of transportation to and from home.

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. 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 any 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 Grantors, their heirs, successors and assigns.

16. These restrictions shall be binding on Grantees, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land.



19740311000011480 3/3 \$.00
Shelby Cnty Judge of Probate, AL
03/11/1974 01:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 MAR 11 PM 3:49
REC. BK. & PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
JUDGE OF PROBATE
Cora J. McBratney