

This instrument was prepared by

(Name) Wallace, Ellis, Head & 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 ONE DOLLAR and other good and valuable consideration

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

Billy G. Henke and wife, Mary Jean Henke

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

Louis K. Hase and wife, Norma J. Hase

(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:

Lot 9 according to the Map of "Lacoosa Acres" as recorded in the Probate Office of Shelby County, Alabama in Map Book 6, page 45.

SUBJECT TO setback lines and restrictions as shown on map of said subdivision.

SUBJECT TO protective covenants for said Lacoosa Acres as shown on Exhibit "A" attached hereto.

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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 30<sup>th</sup> day of April, 1975.

WITNESS:

(Seal)

(Seal)

(Seal)

(Seal) Billy G. Henke

(Seal) Mary Jean Henke

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy G. Henke and wife, Mary Jean Henke whose name S. 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 30<sup>th</sup> day of April, A. D., 1975.

Notary Public.



## RESTRICTIONS

FOR LACOOSA ACRES, AS RECORDED IN MAP BOOK 6, PAGE 45, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

THAT WHEREAS, the undersigned, Billy G. Henke, hereinafter referred to as "Owner" is the owner of all the lots in the Lacoosa Acres, a map of which is recorded in Map Book 6, page 45, in the Probate Records of Shelby County, Alabama.

WHEREAS, the undersigned Owner is desirous of establishing restrictions and limitations applicable to all lots owned by him in said survey.

NOW, THEREFORE, the undersigned Owner does hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said subdivision, which restrictions and limitations are as follows:

1. The premises are conveyed and shall be used exclusively for residential purposes, and no more than one single family dwelling house may be erected on each residential lot, nor more than one other building for garage or storage purposes in connection therewith.
2. Building and/or mobile homes shall be neat in appearance, and no building or structure shall be moved, constructed or erected on the premises, that may be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain.
3. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws of sanitation.
4. No constructed residence of less than 900 square feet of heated or air conditioned area on the first floor shall be erected or constructed on any lot. In the event a mobile home is set up on the lot, the following will apply:
  - (a) Mobile homes must be a minimum size of 12' x 50' of living space, and in a state of good repair. It shall be the owner's option to refuse set up of any mobile home judged in the owner's opinion, detrimental to property values of all owners of lots.
  - (b) Within 90 days after set up begins, a mobile home must be underpinned on all sides with either masonry material, metal, or wood siding. However, no underpinning can take place before the Owner has approved material and method to be used.
  - (c) Mobile homes may not be elevated above the normal wheel level of the mobile home.
  - (d) Any addition to a mobile home must have "Owner" approval prior to construction.
  - (e) Mobile homes must be set up with the long side facing the street and present a front opening door to the street.
5. No portion of the building on any lot may extend to the front side of the lot beyond the building line as recorded in the plat. The front part of the building must be placed no further back than 4 feet from the building line. No portion of any building may be closer than 40 feet from any abutting property owner in this subdivision and no closer than 10 feet to the rear property line.
6. Subject to the right to install and service electric lines, telephone lines, gas and water mains, over and upon any and all lots, streets, right of way beaches or recreation areas or the right to license or permit the same to be done.
7. Subject to the right to locate and install drains where necessary and to cause or permit drainage or surface waters over and/or through any of the aforesaid lots.



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8. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent or prohibit the owner from keeping a dog or cat as a domestic pet. Provided, however, that owner, his heirs, successors or assigns, may, in their sole discretion, grant to any one or more of the owners of lots in said subdivision permission or the right to keep or maintain no more than two horses or ponies.

9. Temporary structures of any type will be prohibited without special permission from Owners or assigns.

10. No lot may be sub-divided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the direction and with the written consent of Owner or his successors or assigns.

11. Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Owner or his successors or assigns, and without the consent of any of the grantees or subsequent purchasers of any of said lots.

12. These restrictions shall be considered as covenants running with the land and shall bind the purchaser and his heirs, executors, administrators and all future assigns of said premises or any part or parts thereof.

13. The exterior finish and general clean-up of constructions must be completed within one year after starting construction of cottages. No out-buildings, buildings, additions to existing building, or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades and location therefor having been first submitted to and approved in writing by Owner or his successors or assigns.

14. No lot 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 Owner, his successors and assigns.

15. In the event dwellings are users of butane tanks (above ground), these tanks must be located to the rear of the dwellings, and inside a line front to rear representing the sides of the dwelling.

16. Fencing shall be chain link or decorative wood and Owner approval of construction will be required prior to construction.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set his hand on this the 30 day of April, 1975.

Lance Brasher  
Witness

Billy G. Henke  
Billy G. Henke - Owner

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that BILLY G. HENKE, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30 day of April, 1975.

Lance Brasher  
Notary Public

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1975 MAY - 8 PM 12  
Camey M. Brasher  
JUDGE OF PROBATE