

This instrument prepared by

(Name) J. William Rose, Jr., Esquire

(Address) 1100 Park Place Tower, Birmingham, Alabama 35203

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR - LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Seventy Five Thousand DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Thomas M. Weaver and wife, Charlotte S. Weaver

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

Martin T. Bailey and wife, Margaret C. Bailey

(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:

Real estate described on Exhibit A-1 attached hereto and made a part hereof.

Subject to:

- (1) Taxes for the year 1982.
- (2) Restrictive covenants and conditions set forth on Exhibit A attached hereto and made a part hereof.
- (3) Right of way of road along western boundary of said real estate and rights of other parties in and to use of said road.
- (4) Restrictive covenants and conditions set forth in that certain Agreement dated September 20, 1982, a copy of which is attached hereto as Exhibit B and made a part hereof.

\$150,000.00 of the purchase price recited above was paid from a Mortgage filed simultaneously herewith.

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 24th day of September, 1982.

WITNESS:

(Seal)

Thomas M. Weaver

(Seal)

(Seal)

Charlotte S. Weaver

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, J. William Rose, Jr., a Notary Public in and for said County, in said State, hereby certify that Thomas M. Weaver and wife, Charlotte S. Weaver 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 each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of September

September

William Rose

Notary Public

My commission expires January 24, 1986.

Martin T. Bailey
4920 Branch Mill Cir.
Bham Al. 35223

PARCEL #1 (LOT 3):

A parcel of land located in the SE1/4 of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NW corner of the NE1/4 of SE1/4 of Section 10, Township 20 South, Range 1 West; thence in an Easterly direction along the North line thereof a distance of 371.59 feet; thence 90 deg. 44' 45" right in a Southerly direction a distance of 267.89 feet to center of existing road; thence 105 deg. 10' right in a Northwesterly direction along said road a distance of 157.84 feet to the beginning of a curve to the left, having a radius of 200.53 feet and a central angle of 45 deg. 36' 30"; thence in a Southwesterly direction along arc of said curve a distance of 159.63 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 121.95 feet to the beginning of a curve to the right having a radius of 413.40 feet, a central angle of 17 deg. 44'; thence in a Southwesterly direction along arc of said curve a distance of 127.95 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 31.91 feet; thence 127 deg. 42' 30" left in a Southeasterly direction a distance of 632.56 feet to the point of beginning; thence 180 deg. right in a Northwesterly direction a distance of 632.56 feet to a point in said road; thence 52 deg. 17' 30" left in a Southwesterly direction along said road a distance of 98.35 feet to the beginning of a curve to the left having a radius of 131.03 feet and a central angle of 70 deg. 28' 15"; thence in a Southwesterly direction along said curve a distance of 161.16 feet to the end of said curve and the beginning of a curve to the left having a radius of 331.47 feet and a central angle of 31 deg. 12'; thence in a Southerly direction along said curve and said road a distance of 180.50 feet to end of said curve; thence in a Southeasterly direction along said road a distance of 242.74 feet to the beginning of a curve to the right having a radius of 94.27 feet and a central angle of 52 deg. 51'; thence in a Southwesterly direction along said curve a distance of 86.96 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 76.80 feet to the beginning of a curve to the left, having a radius of 754.96 feet and a central angle of 14 deg. 22'; thence in a Southwesterly direction along said curve a distance of 189.30 feet to end of said curve; thence in a Southwesterly direction along said road a distance of 32.26 feet to the beginning of a curve to the left, having a radius of 680.48 feet and a central angle of 18 deg. 08'; thence in a Southwesterly direction along the tangent of said curve a distance of 108.59 feet; thence 104 deg. 44' left in an Easterly direction a distance of 379.29 feet to the Southwest corner of said NW1/4 of the SE1/4; thence 26 deg. 23' 30" left in a Northeasterly direction a distance of 378.05 feet; thence in a Northerly direction along the edge of existing lake to the point of beginning.

PARCEL #2 (LOT 4):

A parcel of land located in the SE1/4 of Section 10, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NE corner of the SE1/4 of SE1/4 of said Section 10; thence South along the East line thereof a distance of 372.88 feet; thence 50 deg. 30' right in a Southwesterly direction a distance of 865.52 feet; thence 23 deg. 23' right in a Southwesterly direction a distance of 355.91 feet; thence 37 deg. 33' 30" right in a Northwesterly direction a distance of 173.15 feet to a point in center line of road; thence 37 deg. 20' right and Northwesterly along centerline of road a distance of 177.10 feet to beginning of a curve to left, having a radius of 967.91 feet and a central angle of 15 deg. 34'; thence Northwesterly along the tangent of said curve a distance of 66.57 feet; thence 76 deg. 53' right and Northeasterly a distance of 865.15 feet to the point of beginning; thence 180 deg. left in a Southwesterly direction a distance of 865.15 feet to aforescribed point; thence 103 deg. 07' right and Northwesterly along tangent of last described curve, a distance of 65.73 feet; thence 15 deg. 34' left in a Northwesterly direction a distance of 132.30 feet to end of said curve; thence Northwesterly along said road a distance of 68.17 feet to beginning of a curve to the right having a radius of 393.66 feet and a central angle of 16 deg. 16'; thence Northwesterly along arc of said curve a distance of 111.76 feet to end of said curve; thence Northwesterly along said road a distance of 224.18 feet to the beginning of a curve to the right having a radius of 308.85 feet and a central angle of 25 deg. 48' 30"; thence Northwesterly along arc of said curve a distance of 139.12 feet to end of said curve and the beginning of a curve to the right, having a radius of 680.48 feet, and a central angle of 18 deg. 08'; thence Northerly along tangent of said curve a distance of 108.59 feet; thence 93 deg. 24' right in an Easterly direction a distance of 379.29 feet to the Northwest corner of said SE1/4 of the SE1/4; thence 26 deg. 23' 30" left in a Northeasterly direction a distance of 378.05 feet; thence in an Easterly, Southeasterly, and Southerly direction along the edge of existing lake to the point of beginning.

EXHIBIT "A"

RESTRICTIONS - CHELSEA FOREST LAKE

The conveyance of the hereinabove described property is made subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all five plots fronting on Chelsea Forest Lake.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half and two story buildings.
2. A maximum of one pier and one boathouse may be constructed on the above described property provided that neither of the same extend out in the water more than twenty-five (25) feet from the usual low water line; provided further that any such boathouse and pier will be of attractive design and consistent in design, construction, color and architecture with the residence and other improvements located on said property.
3. No building except the main residence or dwelling and boathouse shall be constructed within two hundred feet from the closest point of the lake.
4. No barn, building or other structure, except reasonable fencing, shall be constructed 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.
5. Only electric motors of 5 horsepower or less shall be permitted for use on the lake. No boats shall be permitted on the lake in excess of a total overall length of fourteen feet. Lake plot owners will be allowed a maximum of two boats. No other boats will be allowed on the lake.
6. Animals and livestock shall be permitted on the above described property in reasonable numbers excluding hogs and pigs 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 two hundred feet of the lake.
7. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity with all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be located or constructed as to pollute the lake.
8. 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.
9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written unanimous approval of the committee as constituted under Restriction No. 10. No portion of the above described property 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 committee.
10. Upon the conveyance by Grantors of a total of four parcels of land fronting on the lake referred to above, excluding the lot presently occupied by Grantors, the owners of each of said four parcels of land, together with grantors, their heirs, successors and assigns, shall constitute a committee which shall have the right to modify, release, amend, void, transfer or delegate all of the rights, reservations, and restrictions herein set forth, or any one or more thereof, by unanimous vote only. The owners of each of said lots shall together be entitled to one vote on any question or issue raised. Although unanimous vote of said committee is required on the questions above stated in this paragraph, any other question or issue raised which is not referred to above shall be determined by a simple majority vote of said committee.
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 gun except in case of an emergency.

13. Grantees, their heirs, successors and assigns shall have a reasonable right of use in and to the lake for swimming and fishing and shall bear a pro rata share of any cost of maintaining or repairing said lake, dam, or other facilities necessary to the preservation of said lake. There shall be no minnow fishing whatsoever in the lake and no new or additional fish added to the lake except as approved by the aforementioned committee. The said lake shall be fertilized, fished, 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 decided 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. The aforementioned committee shall decide the placement and continuance of the mercury lights approved for Chelsea Forest Road and those mercury lights so approved shall be considered a road cost.

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. The 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 an 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 aforementioned committee.

16. These said restrictions shall be binding on the Grantors, their heirs, successors, executors and assigns on the approximately ten acres they are retaining adjoining the said lake and should they decide to sell or convey their said approximately ten acres, the first right of refusal shall go to the aforementioned committee.

17. These said restrictions shall be binding on Grantees and Grantors, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land subject only to modification or change as stated above.

STATE OF ALA. SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
1970 APR 21 11M 10:01
J.C.C. FILE NUMBER OR
REC. B.C. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

BOOK 262 PAGE 60

BOOK 342 PAGE 840

Exhibit B

STATE OF ALABAMA)

SHELBY COUNTY)

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Kathryn Purdy, Margery Purdy and Joy^{M.}~~ce~~ Gentry, who would constitute, together with Thomas M. Weaver and wife, Charlotte S. Weaver, the committee described in Paragraphs 10 and 15 of the Restrictions-Chelsea Forest Lake, a copy of which is attached hereto as Exhibit "A", if such committee had been legally constituted or if by the terms of said restrictions, had been activated, without conceding that a total of four parcels of land fronting on the lake had been sold excluding the lot presently owned by Kathryn Purdy and Margery Purdy, and expressly asserting that a total of four such parcels of land fronting on said lake had not been sold, but executing this document upon request for the sole purpose of resolving any rights said committee would have in the event said committee was deemed to have been formed and the applicable provisions of said restrictions met, do hereby waive and release their "first right of refusal" as described in the third sentence of said paragraph 15 of said Restrictions-Chelsea Forest Lake, as such right may apply only to the sale by Thomas M. Weaver and Charlotte S. Weaver of Lot 3 at Chelsea Forest Lake, in Shelby County, Alabama, to Dr. Martin T. Bailey pursuant to the contract between Mr. and Mrs. Weaver and Dr. Bailey dated May 25, 1982, as amended.

For further good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged, the undersigned Kathryn Purdy and Margery Purdy do hereby waive and release their "right of first refusal" as described in Paragraph 15 of said restrictions -Chelsea Forest Lake, as such right may apply only to the sale by Thomas M. Weaver and Charlotte S. Weaver of Lot 4 at Chelsea Forest Lake, in Shelby County, Alabama

to Dr. Martin T. Bailey pursuant to the above-described contract between Mr. and Mrs. Weaver and Dr. Bailey. Provided, however, that the new purchaser, Bailey, shall agree and insert in the conveyance from Mr. and Mrs. Weaver to Dr. Bailey the following additional provisions which will be binding on the new purchaser or purchasers, their heirs, successors and assigns:

1. A limitation that the new purchaser can sell Plot Number 4 adjoining Plot Number 3 on Chelsea Forest Road only to a member of their immediate family who will build and live on the property. If the member of their immediate family does not build and live on the property, any sale thereof at any subsequent time must be back to Kathryn Purdy and Margery Purdy at the Weavers' original cost of \$26,000.00.
2. In addition thereto, the new purchaser agrees and covenants that they will pay their equal share of costs of bushhogging and maintaining the right-of-way road from Shelby County Road Number 47 to the cul-de-sac at the end of The Chelsea Forest Road; and further provided that the purchasers will pay their share as hereinafter described of the costs of maintaining the fire lane which protects the forest surrounding the lake, which fire lane begins at the cul-de-sac and runs to the entrance pillars on Chelsea Forest Road and agree to pay their share as hereinafter defined of the costs of maintaining and operating the compressors and aeration hoses in the lake and their share of mowing and maintaining the dam which impounds the lake. "Their share" as above designated shall be the total costs divided equally among the households who live on lots fronting the lake. The "equal share" of costs of bushhogging and maintaining the right-of-way road from Shelby County Road Number 47 to the cul-de-sac at the end of the Chelsea Forest Road shall be calculated by dividing equally the costs of such expense by the number of households occupying lots, whether fronting on said lake or not, which are using said road.

This agreement shall not take affect until the signatures of all parties or persons named above have been affixed to the same as hereinafter indicated and properly notarized.

Dated this 20th day of SEPTEMBER, 1982.

Thomas M. Weaver
Thomas M. Weaver

Sworn to and subscribed
before me this 20th day of
SEPTEMBER, 1982.

William D. [Signature]
Notary Public
My commission expires: 1/24/86

Charlotte S. Weaver
Charlotte S. Weaver

Sworn to and subscribed
before me this 20th day of
September, 1982.

William Roub
Notary Public
My Commission expires: 1/24/86

Martin T. Bailey
Dr. Martin T. Bailey

Sworn to and subscribed
before me this 20 day of
Sept, 1982.

Gail E Dard
Notary Public
My Commission expires: 5-84

Charles O. Gentry
Charles O. Gentry
Joyce Gentry
Joyce Gentry

Sworn to and subscribed
before me this 20th day of
September, 1982.

William Roub
Notary Public
My commission expires: 1/24/86

Kathryn Purdy
Kathryn Purdy, an unmarried woman

Sworn to and subscribed
before me this 26 day of
August, 1982.

Frank Ellis
Notary Public
My Commission expires: 9-9-84

Margery Purdy
Margery Purdy, an unmarried woman

Sworn to and subscribed
before me this 26 day of
August, 1982.

Frank Ellis
Notary Public
My commission expires: 9-9-84

EXHIBIT "A"

RESTRICTIONS - CHALISA FOREST LAKE

The conveyance of the hereinafter described property is and is subject to any exceptions contained above and further subject to the following restrictions and limitations which will apply equally to all five plots fronting on Chalisa Forest Lake.

1. Only one residence or dwelling shall be constructed on the above described property and said residence or dwelling shall contain at least 2000 square feet of heated floor space, exclusive of porches, and not less than 1000 square feet on the first floor of a one and one-half and two story buildings.
2. A swimming pool and one bathroom may be constructed on the above described property provided that neither of the same extend out in the water more than twenty-five (25) feet from the usual low water line; provided further that any pool, bathroom and pier will be of attractive design and consistent in design, construction, color and architecture with the residence and other improvements located on said property.
3. No building except the main residence or dwelling and bathroom shall be constructed within two hundred feet from the closest point of the lake.
4. No barn, building or other structure, except reasonable fencing, shall be constructed within one hundred feet of Chalisa Forest Lake. 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.
5. Only electric motors of 5 horsepower or less shall be permitted for use on the lake. No boats shall be permitted on the lake in excess of a total overall length of fourteen feet. Lake plot owners will be allowed a maximum of two boats. No other boats will be allowed on the lake.
6. Animals and livestock shall be permitted on the above described property in reasonable numbers including dogs and pigs and provided, however, that there shall be absolutely no commercial or business raising of any animal, fish, or food on said property; and provided further, however, that no such animal shall be permitted or kept within two hundred feet of the lake.
7. All septic tanks or other sewage systems installed must be of an adequate quality and quantity and must be installed in conformity with all existing laws and regulations concerning the same. Said septic tanks and sewage disposal systems shall not be located or constructed as to pollute the lake.
8. 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 design, grade and location therefor having first been submitted to and approved in writing by the owner, their heirs, executors or assigns. No beach trailers or trailer bums shall be allowed.
9. The above described property may not be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings except at the discretion and with the written unanimous approval of the committee on condominium under Declaration No. 10. No portion of the above described property 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 committee.
10. Upon the conveyance by Grantors of a total of four parcels of land fronting on the lake referred to above, excluding the lot presently occupied by Grantors, the owners of each of said four parcels of land, together with grantors, their heirs, successors and assigns, shall constitute a committee which shall have the right to modify, release, amend, void, transfer or delegate all of the rights, reservations and restrictions herein set forth, or any one or more thereof, by unanimous vote only. The owners of each of said lots shall together be entitled to one vote on any question or issue raised. Although unanimous vote of said committee is required on the questions above stated in this paragraph, any other question or issue raised which is not referred to above shall be determined by a simple majority vote of said committee.
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.

BOOK 342 PAGE 844

See Blue Book 276 page 550 A

Deed Book 276

12. There shall be no hunting of game on the above described property at any time and no discharging of any type gun except in case of an emergency.

13. Grantees, their heirs, successors and assigns shall have a reasonable right of use in and to the lake for swimming and fishing and shall bear a pro rata share of any cost of maintaining or repairing said lake, dam, or other facilities necessary to the preservation of said lake. There shall be no minnow fishing whatever in the lake and no new or additional fish added to the lake except as approved by the aforementioned committee. The said lake shall be fertilized, fished, 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 graded 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. The aforementioned committee shall decide the placement and continuance of the mercury lights approved for Chelsea Forest Road and those mercury lights so approved shall be considered a road cost.

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. The remuneration to Grantors 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 an 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 aforementioned committee.

16. These said restrictions shall be binding on the Grantors, their heirs, successors, executors and assigns on the approximately ten acres they are retaining adjoining the said lake and should they decide to sell or convey their said approximately ten acres, the first right of refusal shall go to the aforementioned committee.

17. These said restrictions shall be binding on Grantees and Grantors, their respective heirs, successors, executors, and assigns and shall be perpetual and shall run with the land subject only to modification or change as stated above.

RECORDED
INDEXED
FILED

1982 OCT -1 AM 10:10

Thomas A. Snowden, Jr.
NOTARY PUBLIC

See Pctg 422 pg. 703
Deed Tax - 125.00
Rec. 13.50
1.00
139.50