

NAME: RICHARD C. SHULEVA
ADDRESS: P.O. BOX 1401, ALABASTER, ALABAMA

11/3

WARRANTY DEED (Without Survivorship)

STATE OF ALABAMA)
Shelby COUNTY) Know All Men By These Presents

That is consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration to the undersigned grantor F. Richard Fogle and wife, Anna Carol Fogle in hand paid by Dolphus Lester Martin and wife, Mary Lee Martin and Betty Jean Pryor, an unmarried woman the receipt whereof is acknowledged we the said F. Richard Fogle and wife, Anna Carol Fogle do grant, bargain, sell and convey unto the said Dolphus Lester Martin and wife, Mary Lee Martin and Betty Jean Pryor, an unmarried woman the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land containing 19.68 acres, more or less, located in the SE1/4 of the NW1/4, the NE1/4 of the NW1/4 and the NW1/4 of the NE1/4 of Section 9, Township 21 South Range 2 West, Shelby County, Alabama, described as follows: Begin at the NE corner of the SE1/4 of the NW1/4 of said Section 9; thence run South along the East line of said 1/4-1/4 Section a distance of 231.64 feet to the Northerly right-of-way of a gravel road; thence turn right 43° 46' 37" along said right-of-way a distance of 360.14 feet the P.C. of a curve to the right having a central angle of 56° 50' 44" and a radius of 154.77 feet; thence run along the arc of said curve along said right-of-way a distance of 153.55 feet to the P.T. of said curve; thence continue along said right-of-way a distance of 259.19 feet; thence turn right 79° 34' 27" a distance of 746.23 feet; thence turn right 55° 14' 21" a distance of 895.16 feet; thence turn right 74° 14' 00" a distance of 562.34 feet; thence turn right 90° 00' 00" a distance of 538.20 feet to the South line of the NW1/4 of the NE1/4 of said Section 9; thence turn right 52° 50' 38" along said 1/4-1/4 line a distance of 185 feet to the point of beginning. Also a 60 foot right-of-way for the purpose of ingress, egress and utilities, 30 feet on each side of the following described centerline; Commence at the NE corner of the SE1/4 of the NW1/4 of Section 9, Township 21 South, Range 2 West, Shelby County, Alabama; thence run South along the East 1/4-1/4 line a distance of 275.00 feet to the point of beginning of said centerline; thence turn right 43° 46' 37" a distance of 328.83 feet to the P.C. of a curve to the right having a central of 56° 50' 44" and a radius of 184.77 feet; thence run along the arc of said curve a distance of 183.32 feet to the P.T. of said curve; thence continue along said centerline a distance of 348.02 feet; thence turn left 08° 15' 04" a distance of 182.51 feet; thence turn left 09° 08' 53" a distance of 349.66 feet; thence turn left 06° 42' 53" a distance of 157.25 feet; thence turn left 03° 18' 05" a distance of 551.17 feet to the centerline of a public road and the end of described centerline.

Subject to easements, right-of-way and restrictions of record. Subject further to the restrictions attached hereto, labeled "Exhibit A", and incorporated herein.

TO HAVE AND TO HOLD, To the said Dolphus Lester Martin and wife, Mary Lee Martin, and Betty Jean Pryor, an unmarried woman, their heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with the said Dolphus Lester Martin and wife, Mary Lee Martin, and Betty Jean Pryor, an unmarried woman, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances;

That we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to said Dolphus Lester Martin and wife, Mary Lee Martin and Betty Jean Pryor, an unmarried woman, their heirs and assigns forever, against the lawful claims of all persons.

In witness Whereof, we hereunto set our hands and seal this 15th day of May, 1984.

F. Richard Fogle
F. Richard Fogle

Anna Carol Fogle
Anna Carol Fogle

I, Patsy S. Parker, a Notary Public in and for said County, in said State, hereby certify that F. Richard Fogle and wife Anna Carol Fogle, 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, have executed the same voluntarily on the day the same bears date.

Given under my had and official seal this 15th day of May A.D. 1984.

Rich Shuleva

Patsy S. Parker
Notary Public



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Exhibit A

RESTRICTIONS

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house of not less than 1400 sq. ft. of living space may be erected on less than 3 acres and said dwelling is not to exceed 2 1/2 stories in height.

2. No building shall be erected or allowed to remain on said property within 150 feet of the front property line, or within 75 ft. of the shore line, or within 10 ft. of any side property line of said property except by approval in writing from Fogle Enterprises, Inc., its successors or assigns.

3. Exposed exterior walls composed of the following materials shall be prohibited: unfinished concrete block materials, asbestos shingles, sheetrock or other similar materials, imitation asphalt brick.

4. No obnoxious or offensive trade or activity shall be carried on upon said property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

5. No trailer, mobile home, basement without finished superstructure, tent, or any temporary structures erected on said property herein above-mentioned, shall at any time be used as a residence, temporary or permanent, except that an attractive house or trailer or mobile home may be so used for a maximum of 1 year.

6. Fences may be erected to the rear of the dwelling house, but none shall be so erected nearer the front of the property than the rearmost portion of any dwelling house. The waterfront shall be considered the front of the dwelling house on lake property for this rule.

7. Animals or fowls will be allowed, except pigs, goats or chickens. No dog kennels will be allowed, or more than one (1) horse per acre on each parcel.

8. No outbuilding shall be constructed any nearer the front of the property than the rearmost portion of any dwelling house. The waterfront shall be considered the front of the dwelling house on lake property for this rule.

9. When construction of any building is once begun, work thereon must be prosecuted diligently and continuously, with the exposed exterior completed within 12 months.

10. No parcel shall be subdivided, into parcels of less than 3 acres, except by written approval of Fogle Enterprises, Inc., its successors or assigns and the Alabama Board of Health.

11. It shall be the responsibility of the property owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

12. No building shall be erected, placed or altered on the property until the construction plans & specifications and a plat showing the location of the structure have been approved in writing by Fogle Enterprises, Inc., its successors or assigns.

13. No signboard of any description shall be displayed on the property, with the exception of "For Sale" or "For Rent" signs, which shall not exceed two feet by three feet.

14. That until such time as a municipal sewage system is available, sewage disposal shall be only by septic tanks which shall be constructed and maintained in a manner satisfactory to the Alabama Board of Health.

15. Fogle Enterprises, Inc. reserves to itself, its successors or

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assigns, the right to grant rights-of-way to use all streets and roadways to any person, firm or corporation for the purpose of erecting thereon and installing thereover such poles, wires, guys, guy wires, pipelines and other equipment or apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including, but not restricted to, the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said property from the poles located on said streets or roadways.

16. If any person shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said development to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such restrictions and either to prevent him or them from so doing or to recover damages for such violation. It being understood that this right extends not only to present owners of said property, but also to any future property owners as well.

17. The cost of fertilizer, fish or any other expense for upkeep of the lake shall be shared equally by lake front property owners, one part for each owner, and shall be controlled by Fogle Enterprises, Inc., its successors or assigns.

18. No fence or obstruction of any kind is to be installed in the water or lake bed with the exception of a pier or boathouse.

19. All piers and boathouses shall be constructed of creasoted pine or equivalent to resist water deterioration, shall be designed to conform to the surrounding area in appearance, shall be kept neat and orderly in appearance, shall not extend more than 25 ft. into the lake from the shoreline and shall be approved by Fogle Enterprises, Inc., its successors or assigns, before being constructed.

20. Boat motors will be restricted to not greater than 30 HP and will not be operated at greater than 15 miles per hour nor between the hours of 10:00 P.M. and 6:00 A.M. Any exception to this rule will be made by written permission issued by Fogle Enterprises, Inc., its successors or assigns.

21. Careful planning is to be exercised on the first 150 feet inland from shoreline of water to maintain the natural setting of trees and plant life.

22. Strict attention will be paid to keeping the lake clean. Bottles, cans, paper products, styrofoam, and other bouyant items will be controlled and not allowed to blow or roll into water. No drain will be installed whereby it can pollute the water.

23. Guests may be permitted to use lake only with permission from, and direct supervision by, the property owner. For purposes of this rule, guests shall mean all persons other than those residing in lakefront dwellings and permission may be granted on a daily basis only. The property owner shall be responsible for all conduct, actions and safety of his guests at all times.

24. No firearms shall be discharged on this property.

25. Invalidatation of any one of these restrictions by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

26. All of the said restrictions shall constitute covenants running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions hereinbefore set out.

STATE OF ALABAMA
COUNTY OF MOBILE
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JUDGE [Signature]

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