

Send Tax Notice To:

Steven L. Deerinwater
1998 Timber Lane
Alabaster, AL 35007

This Instrument Was Prepared By:

Frank K. Bynum, Esquire
2100 SouthBridge Parkway, #650
Birmingham, Alabama 35209

10.00
1.00
11.00

STATE OF ALABAMA)
COUNTY OF SHELBY) KNOW ALL MEN BY THESE PRESENTS,

That in consideration of NINTY FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00) to the undersigned grantor, FOGLE ENTERPRISES INC., a corporation, (herein referred to as GRANTOR), in hand paid by the Grantees herein, the receipt of which is hereby acknowledge, the said GRANTOR does by these presents, grant, bargain, sell and convey unto STEVEN. L. DEERINWATER AND LISA G. DEERINWATER (herein referred to as Grantees) as joint tenants, with right of survivorship, the following described real estate, situated in the State of Alabama, County of SHELBY, to-wit:

Lot 3 according to the Survey of Camp Branch Estates as recorded in Map Book 9, Page 76 in the Probate Office of Shelby County, Alabama.

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$80,000.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

THIS DEED IS BEING RE-RECORDED TO REFLECT RESTRICTIONS ATTACHED HERETO

TO HAVE AND TO HOLD unto the said Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And said Grantor does for itself, its successors and assigns, covenant with said GRANTEEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, FOGLE ENTERPRISES, INC., the said GRANTOR, by its President, F. RICHARD FOGLE who is authorized to execute this conveyance, has hereto set its signature and seal, this 21st day of September, 1988.

ATTEST:

FOGLE ENTERPRISES, INC.

By: F. Richard Fogle
F. RICHARD FOGLE, President

BOOK 225 PAGE 326

BOOK 216 PAGE 924

269

545

Frank K. Bynum

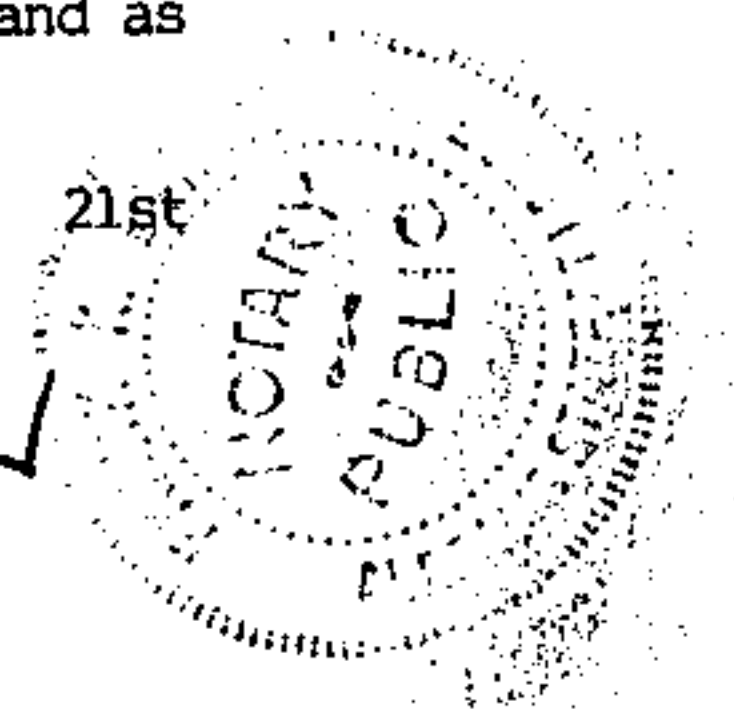
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that F. RICHARD FOGLE, whose name as President of FOGLE ENTERPRISES, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 21st day of September, 1988.

Frank W. Boyer
Notary Public



My Commission Expires: 11/18/92

zdeerin.txt

15.00
5.00
1.00
21.00

STATE OF ALA. SH. EX. 11-
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC -8 AM 8:51

Thomas P. Snowden, Jr.
JUDGE OF PROBATE

1. Doc. Tax \$ 15.00
2. Mtg. Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 21.00

BOOK 225 PAGE 327

BOOK 216 PAGE 925

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 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

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 similarly restricted property in neighborhood 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. Invalidity 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.

18. 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.

BOOK 225 PAGE 329

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 FEB -3 PM 12:04

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Dead Tax *Re-recorded*
2. Mtg. Tax
3. Recording Fee 10.00
4. Indexing Fee 1.00
TOTAL 11.00