

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty Two Thousand Two Hundred and NO/100's Dollars (\$22,200.00) and other good and valuable consideration to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, William Mark Adair, Jr., a single man, (herein referred to as grantors) do grant, bargain, sell and convey unto W. Arnold Jones, Sr., and wife, Louise C. Jones, (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:

Commence at a point where the West Boundary of Section 17, Township 22 South, Range 2 East, intersects the North Boundary of Coosa River; Thence run Northerly on a bearing of North 0 deg 55 min 55 sec East a distance of 419.0 feet; Thence South 50 deg 24 min 26 sec East a distance of 161.72 feet to the Point of Beginning; Thence continue along the last described course a distance of 22.0 feet to the NW Corner of Lot 23, According to the Map of Shelby Shores, as recorded in Map Book 4, Page 75 in the Office of the Judge of Probate, Shelby County, Alabama; Thence South 47 deg 42 min 51 sec East along the Southwest Boundary of said Lot 23 to the intersection with the High Water Line of the Northwest Boundary of the Coosa River; Thence Southwesterly along the meanderings of said river a distance of 170.0 feet; Thence North 27 deg 12 min 51 sec West a distance of 131.75 feet; Thence North 15 deg 04 min 31 sec East a distance of 137.93 feet to the Point of Beginning. Said Parcel contains 0.6 Acres more or less.

This instrument prepared without evidence of title condition. There is no representation as to title or matters that might be revealed by survey, inspection or examination of title by the preparer of this instrument.

This conveyance is subject to easements and restrictions of record as recorded in Map Book 6, Page 75, Probate Court of Shelby County, Alabama which is attached and made a part hereof as Exhibit "A".

Inst # 1993-05732

03/01/1993-05732
04:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 36.50

Wm Powers

W.M.A.

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 do for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my 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, I have hereunto set my hand and seal this 26TH day of February, 1993.

William Mark Adair, Jr.
William Mark Adair, Jr.

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, A Notary Public in and for said County, in said State, hereby certify that William Mark Adair, Jr., whose name is signed to this deed, who is known to me acknowledged before me on this day, that being informed of the contents of the deed he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of February, 1993.

James Powers
Notary Public
My Commission Expires: 2-14-95

This instrument was prepared by:
William P. Powers
Attorney At Law
P.O. Box 1626
Columbiana, AL 35051

Send Tax Notice To:
(Name): Mr. and Mrs. W.A. Jones
(Address): 1913 Lakeland Trail
Helena, AL 35080

RESTRICTIONS - EXHIBIT "A"

NOW, THEREFORE, the undersigned, W. Arnold Jones, Sr., and wife, Louise C. Jones, hereinafter called "Owner", does hereby adopt the following restrictions and limitations which shall be applicable to said parcel, which restrictions and limitations are as follows:

1. In addition to the covenants and restrictions contained herein, the premises shall be used in accord with previous restrictions and covenants of record applicable to this property.

2. The premises shall be conveyed and used exclusively for residential purposes and no more than one single family dwelling house may be erected on each residential lot, and no more than one other building for garage or storage purposes in connection herewith except as provided herein.

3. Buildings shall be neat in appearance, no building or structure shall be moved, constructed or erected that may be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain.

4. No outside toilets shall be allowed and sanitary arrangements must comply with State and Local laws and regulations.

5. No residence of new construction effective 1-1-93 of less than 1000 square feet of heated area shall be erected or constructed on each lot.

6. There shall be no building, porch or projection extending nearer than thirty (30) feet from the front line of any lot or within twenty (20) feet from the property line of any abutting property owner.

7. Owner and its successors and assigns shall have the right to locate and install drains where necessary, and to cause or permit drainage of surface waters over and/or through any of the aforesaid lots.

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 as a domestic pet, a cat, dog or birds.

9. No mobile homes or house trailers shall be allowed.

10. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except as specifically provided in these restrictions.

11. No lot shall be sold or used for the purpose of extending any public or private road, street or alley, or for the purposes of opening any road, street or alley.

W.A.J.

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. No firearms shall be discharged in the residential area.

14. The exterior finish and general clean-up construction must be completed within one year after starting construction of residence. Any unfinished or temporary type of material is prohibited for use on the exterior of any residence built.

15. No pier, boathouse, or other structure of any kind whatsoever shall be constructed out in the water or in or below the normal water level of Lay Lake or its backwaters, or any part thereof so as to interfere with the reasonable and convenient use of water and water access by the persons, firms or corporations owning waterfront property in the general area of said property.

16. It will be the responsibility of future owners to comply with the requirements, if any, of Shelby County Planning Commission or other applicable zoning or planning agency in the event there is any further subdivision of the property subsequent to the original map recordation in Map Book 6, Page 75.

IN WITNESS WHEREOF, W. Arnold Jones, Sr., and wife, Louise C. Jones have hereunto set their signature on this the 26th day of February, 1993.

W. Arnold Jones, Sr.
W. Arnold Jones, Sr.,
Louise C. Jones
Louise C. Jones

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Arnold Jones, Sr., and wife, Louise C. Jones, whose names are signed to the foregoing restrictions and who are known to me, acknowledged before me on this day, that, being informed of the contents of the restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of February, 1993.

James Powers
Notary Public
My Commission Expires: 8-14-95 1993-05732

03/01/1993-05732
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004 MCD 36.50

