

This instrument was prepared by

Courtney Mason & Associates PC  
100 Concourse Parkway Suite 350  
Birmingham, Alabama 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED & NO/100---- (\$135,500.00) DOLLARS to the undersigned grantor, Scotch Building & Development Co., Inc. a corporation, (herein referred to as the GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Jeffrey Lee Zeller and wife, Julia Dovel Zeller (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:

Lot 10, Block 4, according to the Survey of Lincoln Park Subdivision, as recorded in Map Book 3 page 145 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

\$108,400.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: 5057 Little Turtle Drive, Birmingham, Alabama 35242.

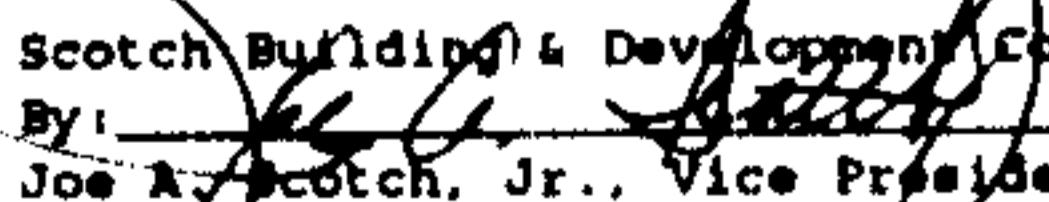
Purchasers acknowledges that Purchaser has been informed by Seller of sinkholes and soil conditions existing in Shelby County. Purchaser agrees that Seller shall not be liable for earthquakes, underground mines, sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface condition that may now or hereafter exist or occur or cause damage to persons, property or buildings. Purchaser does forever release Seller from any damages arising out of surface and subsurface of the above described property, and this release shall constitute a covenant running with the land conveyed hereby, as against Purchaser and all persons, firms and corporations holding under or through Purchasers.

Restrictive covenants are attached hereto and shall run with the land.

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 said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEES, their heirs and assigns, that it 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 GRANTEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR by its Vice President, Joe A. Scotch, Jr., who is authorized to execute this conveyance, hereto set its signature and seal, this the 3rd day of November, 1993.

Scotch Building & Development Co., Inc.  
By:   
Joe A. Scotch, Jr., Vice President

11/03/1993-34900  
08:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
905 EL 46.00

Inst # 1993-34900

STATE OF ALABAMA

COUNTY OF SHELBY COUNTY

I, Courtney H. Mason, Jr., a Notary Public in and for said County, in said state, hereby certify that Joe A. Scotch, Jr. whose name as the Vice President of Scotch Building & Development, 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 1st day~~ of November, 1993

  
Notary Public

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
3-6-96

STATE OF ALABAMA

COUNTY OF SHELBY

RESTRICTIONS APPLYING TO LINCOLN PARK SUBDIVISION, ACCORDING TO THE MAP THEREOF AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN THE MAP BOOK 3, PAGE 145.

The undersigned, Scotch Building & Development Co., Inc., owns Lot 10, Block 4, in Lincoln Park Subdivision recorded in Map Book 3 Page 145, in the Office of the Judge of Probate of Shelby County, Alabama, and does hereby adopt the following restrictions and covenants as to the use of said property:

No structure other than one detached single family dwelling with private garage shall be erected, placed, altered, or permitted to remain on any lot embraced in said subdivision.

Said Property shall be used for residential purpose only, and not for any purpose of business or trade.

No temporary building, servant's house, stable, garage or other building shall be built and used for residential purpose prior to the completion of the dwelling house on any of said lots in accordance with these restrictions.

No dwelling shall be erected of less than fifteen hundred (1500) square feet of heated floor area for one-story buildings, exclusive of porches and garages.

No fence or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property unless prior written approval is obtained from Scotch Building and Development Co., Inc., its successors or assigns. No dwelling, outbuilding, garage or servant's house shall be erected or begun on said property without plans and specifications, grades and locations thereof having been first submitted to and approved in writing by Scotch Building & Development Co., Inc. its successors or assigns.

No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding, except with the written consent of Scotch Building & Development Co., Inc., its successors and assigns.

No aluminum windows or aluminum sliding glass doors may be used in the construction of any residence in the subdivision. All roofs in the subdivision must be of earth tone colors. All garage doors and garage door entrances must be to the side or rear of the residence built in this subdivision. All residences built in this subdivision must be constructed of at least 25% brick veneer. No concrete block foundations will be exposed on the front, the sides, or the rear of the residence constructed in this subdivision. All hot water tanks and heating systems must be gas. No electric hot water or heating systems will be permitted in residence constructed in this subdivision.

No animals or fowls may be kept on the premises except not more than two dogs and two cats, which shall be confined to the premises.

No clotheslines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from any street within the subdivision.

No Satellite dish or television antennas may be placed on any lot within the subdivision nearer to the street than the rear building line of the residence, and said satellite dish antenna shall not be visible from any street within the subdivision.

All residences must have front yards of sodded grass, not less than 300 yards. All yards must be maintained in a manner customary with a majority of the other residences in the subdivision and within the South Broken Bow Subdivision. No unsightly garbage or trash may be visible from any street with the subdivision, except in proper garbage or trash containers, and then the said garbage or trash containers may be placed on the street only on those days appointed for garbage pick-up by government authority or authorized franchise.

No recreational vehicles, junked vehicles or vehicles on which major repairs are in progress may be parked on any lot within the subdivision visible from any street.

No buildings shall be erected, placed or altered on any lot until the plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structure in said subdivision, and as to location of the building with respect to topography and finished ground elevation by an officer or representative duly appointed for such purposes of Scotch Building & Development Co., Inc.

In the event an officer of said development company, or its designated representative, fails to approve or disapprove such design and location within seventy-two (72) hours after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The right to approve such plans may be terminated by the directors of Scotch Building & Development Co., Inc. at any time the said corporation shall own a minimum of ten percent (10%) of the lots and tracts in the said subdivision; otherwise, such rights shall cease ten (10) years from date hereof. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said company.

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than thirty (30) feet. In any event, the dimensional regulations of the zoning ordinance of Shelby County, Alabama, approved by the Shelby County Planning Commission June 25, 1984, for a R-3 Single Family Residential District, shall be adhered to.

No trees greater than six (6) inches in diameter nor any flowering trees may be removed from said lots except within twelve (12) feet of the building site or without the expressed written approval of Scotch Building & Development Co., Inc.

It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five (25) years from October 1, 1987, at which time limitations and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in Lincoln Park Subdivision it is agreed to change said restrictions and limitations in whole or in part, and that it shall be lawful for the said Scotch Building & Development Co., Inc., its successors and assigns, to institute and prosecute any proceedings at law or in equity against the persons, person, corporations or corporation violating or threatening to violate the said conditions, limitations and restrictions; and failure to institute approval of same, or be construed as a waiver of any right or action contained herein, for past or future violations of said restrictions.

Scotch Building & Development Co., Inc., a corporation, reserves unto itself the right to change or alter said restrictions as they may apply to any particular lot so as to permit the construction and location thereon of properly approved structure, roads, and right-of-ways in line with the general construction plan authorized in said subdivision or adjoining subdivision, existing or proposed. This

reservation to the valid for the period of twenty-five (25) years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

Enforcement shall be by proceeding at law or equity against any person violating or attempting to violate any covenants either to restrain in full force and effect.

Any and all of the foregoing covenants, terms, conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Scotch Building & Development Co., Inc., its successors and assigns.

IN WITNESS WHEREOF, Scotch Building & Development Co., Inc., a corporation, has caused these presents to be executed in its name and behalf by Joe A. Scotch, Jr., its vice President, and attested by

ATTEST:

Scotch Building & Development Co., Inc.

BY:

  
Joe A. Scotch, Jr., Vice President

State of Alabama )  
County of Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe A. Scotch, Jr., whose name as Vice President of the Scotch Building & Development Co., 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 full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 3rd day of November, 1992.

COURTNEY H. MASON, JR.  
MY COMMISSION EXPIRES  
3-5-95

  
Notary Public

Inst # 1993-34900

08:57 AM 1993-34900  
NOTARY CERTIFIED

11/05/1993-34900  
08:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
KOS HEL 44.00