	SEND TAX NOTICE TO:
	(Name) RICHARD L. DE SHAZO (Address) P.O. Box 1450
	(Address) P.O. Box 1450
This instrument was prepared by	ALABASTER, AL 35007
(Name) James E. Roberts (Address) 2230 Third Avenue, North, Birmingh	1 + 1 + + 1 4 + 4 + 4 + 4 + 4 + 4 + 4 +
Form 1-1-27 Rev. 1-66	
WARRANTY DEED-Lawyers Title Insurance Corporation, Birmingh	am, Alabama
STATE OF ALABAMA KNOW ALL MEN BY THE SHELBY COUNTY	
That in consideration of Thirty Thousand, Nine Hundred (\$30,956.00). Payable by the Mortgage for the full purchase	e execucion or a ranchage routel
to the undersigned grantor (whether one or more), in hand paid by the	
or we, I-65 Investment Properties, A General Pa	artnership
(herein referred to as grantor, whether one or more), grant, bargain, an undivided one-half interest and Richard L. Desof Trust dated August 29, 1989, an undivided one-	Shazo, as Trustee under Declaration -half interest
(herein referred to as grantee, whether one or more), the following SHELBY Count	described real estate, situated in ty, Alabama, to-wit:
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See Exhibit A and B for legal description	and restrictions
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•	•
Inst * 1	994-20029
n6/23/1	994-20029 CERTIFIED
	L 1.E.1\1
SHELBY COUNT OO4 MC	Y JUDGE OF PROBATE D 47.00
	•
TO HAVE AND TO HOLD to the said grantee, his, her or their heir	s and assigns forever.
And I (we) do for myself (ourselves) and for my (our) helrs, executer heirs and assigns, that I am (we are) lawfully seized in fee simpless otherwise noted above; that I (we) have a good right to sell and heirs, executors and administrators shall warrant and defend the against the lawful claims of all persons.	ple of said premises; that they are free from all encumbrances, d convey the same as aforesaid; that I (we) will and my (our)
IN WITNESS WHEREOF have hereunto set OUK	hands(s) and seal(s), this
day of 10 Cember 1990	· /
$()$ $\rho \alpha l$	111/2 5
Herver L (Seal)	LUG-DOTT (Seal)
James L. Clayton General Partner (See!)	✓ Wayne Booth General Partner (Seal)
	(Seal)
(Seal)	*
STATE OF ALABAMA	*
	General Acknowledgment
STATE OF ALABAMA	General Acknowledgment

on the day the same bears date.

Given under my hand and official seal this 5 day of Blue by Stanford Public.

With Many Expires MAY 16, 199 Notary Public.

A part of the NE%-SE% and the NW%-SE%, Section 18, Township 21 south, Range 2 west, Shelby County, Alabama more particularly described as follows:

Commence at the southeast corner of the southwest quarter of the southeast quarter of Section 18, Township 21 south, Range 2 west, Shelby County, Alabama and run thence northerly along the east line of the SW4-SE4 and the NW4-SE4 of said Section 18 a distance of 1,458.55' to the point of beginning of the property being described, Thence turn 92° 25' 00" left and run westerly 587.18' to a point, Thence turn 103° 29' 11" right and run northeasterly 281.10' to a point, Thence turn 81° 44' 14" right and run easterly 953.69' to a point on the Westerly right of way line of the L & N railroad, Thence turn 63° 06' 31" right and run along said right of way line a distance of 247.62' to a point, Thence turn 116° 27' 55" right and run westerly 521.36' to the point of beginning.

SUBJECT TO:

- 1. Right of way to Shelby County as recorded in Volume 244, page 129 and Volume 239, page 237 in the Probate Office of Shelby County, Alabama.
- Mineral and mining rights and rights incident thereto and Release of Damages reservations covenants and agreements as recorded in Vol. 352, page 805 in the said probate Office.
- It is the intention of the Grantors herein to convey to Grantees herein any mineral and mining rights incident thereto owned by Grantors.
- 4. Subject to the certain restrictive covenants, a copy of which is attached to this deed as Exhibit B and are incorporated by reference herein.

RESTRICTIVE COVENANTS ON THE AIRPARK INDUSTRIAL COMPLEX, SHELBY COUNTY, ALABAMA OWNED BY I-65 INVESTMENT PROPERTIES

These covenants are promulgated by the owners of I-65Investment Properties for the purpose of maintaining an attractive industrial subdivision. To the extent possible, I-65 Investment Properties will attempt to uniformly administer these restrictions and will give full credence to any owners' request to modify or enlarge the covenants but in all cases the final authority as to whether or not such changes shall be made will be handles initially by the I-65 $\,$ Investment partnership. Upon the project's completion I-65 Investment Properties will appoint an architectural committee consisting of no less than five (5) of the existing owners of lots in the Airpark Industrial Complex who are actually in business in the subdivision. After all lots are sold, these individuals may from time to time make such changes as they deem necessary and appropriate for the best interest of the property owners.

- 1. All ground shall be maintained and landscaped in an attractive manner.
- 2. There shall be no mobile homes allowed in the subdivision unless such permission has been obtained from the architectural committee and in no case to exceed more than six (6) month period for the purpose of construction of building ect..
- 3. There shall be no outside storage of materials or equipment unless such storage is done in a fashion where it cannot be seen. This is not intended to include normal work vehicles, trucks, and other items associated with a business.
- 4. No junk vehicles shall be stored on or about the grounds. Likewise, no junk or debris will be allowed to accumulate in an unsightly manner.
- 5. All buildings shall be maintained in a neat and attractive manner, for example, concrete or masonry block buildings shall be painted and kept in good condition.
- 6. No used building materials shall be utilized in connection with the construction of any buildings unless such materials are approved in advance by I-65 Investment Properties or its successor, the architectural committee.
- 7. The setback line for construction of buildings shall be fifty (50) feet from the road with the fenced area not to extend into the setback area.
- 8. I-65 Properties or its successor, the architectural committee, reserves the right of architectural review on all buildings. Such review shall be minimal and only for the limited purpose of protecting other subdivision lot owners.

- 9. No well, of any kind shall be drilled on the site.
- 10. Property owners shall be responsible for any damage to roadway, caused by movement of heavy equipment.

These covenants shall run with the land and each owner agrees and acknowledges that he has been furnished a copy of such restrictions and that he will abide by same. Likewise, the owner shall advise any assigns of such covenants and upon sale require such assignee to be bound by such covenants and upon sale require such assignee to agree to be bound by such covenants. In the event an owner fails to abide by the covenants, he shall be liable for such actions as may be brought by the remaining property owners and/or I-65 Investment Properties as a result of his breach of these covenants. In such event, owner agrees to pay all expenses pertaining to the enforcement of such covenants including a reasonable attorney's fee.

Inst # 1994-20029

06/23/1994-20029
02:49 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 47.00