

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 200-A, 100 Vestavia Office Park
Birmingham, Alabama 35216

Send Tax Notice To:
WALLACE SHOEMAKER
15 CLIFF RD
CITRONBURG AL.
35044

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, L. DOUGLAS JOSEPH, a married man, J. ANTHONY JOSEPH, a married man and GAIL J. OWEN, an unmarried woman (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto A. WALLACE SHOEMAKER (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Taxes due in the year 1996 and thereafter; (2) Easements, restrictions and rights of way of record; (3) Mineral rights owned by others; and (4) Rights of others in and to the use of the easement described herein as Parcel II.

The property conveyed herein (the "Property") is not the homestead of any of the Grantors or their spouses.

The following restrictions shall apply to the Property conveyed herein:

1. The Property shall only be used for single family dwellings except as hereinafter authorized, and no apartments, commercial use or multi-family use shall be permitted.

2. Grantee shall have the right to divide Parcel I up to five (5) times, however, no such division shall result in a subdivided parcel that is less than 3.3 acres and further, Grantee shall comply with all governmental regulations with respect to any future subdivision of Parcel I and bear any and all expense associated therewith.

3. Primary and secondary structures shall be allowed. Primary structures must contain a minimum of 2,750 square feet of heated and cooled area. Exterior paint color shall be earth tones, white or off-white. No vinyl or aluminum siding shall be allowed. Secondary structures (eg., barns, stables, guest house, etc.) must be the same color as the primary structure or will be rustic and designed to blend with natural surroundings. A guest house must be a minimum of 600 square feet. Only one guest house shall be permitted per developed parcel. There shall be no more than two (2) secondary structures on any Parcel. No primary or secondary structure shall be constructed within fifty (50) feet of Parcel II.

4. No mobile homes will be allowed on any portion of the Property except that used by contractors temporarily during construction.

5. No other animals, livestock or poultry shall be kept or maintained on the Property except for dogs, cats, and other household pets.

6. The Property is a portion of a 61.5 ± acre tract (the "Tract"). The Tract has located on it a lake as depicted on Exhibit "B" attached hereto and incorporated by reference herein.

The entire surface of the lake may be used by the owner of a Parcel or such owner's family, guests or invitees. Only electric motor or man powered boats may be used on the lake. Decks or piers shall be allowed. The said lake shall be maintained by the owners of the Parcels as designated from time to time by majority vote of the owners. Each owner shall have one vote for each acre owned by such owner within the Tract. Fractional votes are authorized if an owner owns fractional acres. Monetary obligation for maintenance shall be in proportion to acreage ownership. For the purpose of this restriction, an owner is defined as the record owner of the entire fee simple title to a Parcel within the Tract. A Parcel is defined as any portion of the Tract. If a Parcel is owned by an entity other than a natural person or persons, the vote allocated to that Parcel shall be exercised by a natural person designated in writing by the entity. If two or more persons own an interest in a Parcel, the vote allocated to that Parcel shall be exercised by one natural person designated in writing by the person or persons owning at least the majority interest in such Parcel.

7. Parcel II as described on Exhibit "A" attached hereto and incorporated by reference herein is the roadway accessing the Property and the Tract. That portion of the roadway within the Tract shall be maintained by the owners of Parcels within the Tract in proportion to their acreage ownership as set forth in paragraph 6 above. This proportion shall apply to decisions concerning maintenance and the obligations to pay for the same. The roadway located outside of the Tract shall be maintained by Grantor, their successors or assigns. The term "maintenance" shall only apply to maintaining the road in its current condition. Notwithstanding anything contained in this paragraph, in the event any Parcel owner or their agents, employees or invitees within the Tract causes damage to the roadway as described as Parcel II on Exhibit "A" attached hereto, such damage shall be repaired at the expense of the Parcel Owner causing such damage.

8. No nuisance or obnoxious activity shall be permitted on any Parcel.

9. No fencing shall be maintained that is chain link or barbed wire. Fencing shall only be made of wood or plastic or similar materials.

10. Satellite dishes must not be visible from Parcel II or any adjacent Parcel.

11. Grantors hereby covenant and agree that the portions of the Tract not conveyed herein shall be subject to the hereinabove set out restrictions in perpetuity. Grantor shall be entitled to add up to five (5) acres to that portion of the Tract which is not Parcel I. Notwithstanding anything to the contrary contained herein, that portion of the Tract which is not in Parcel I but is south of Parcel II (the "Horse Tract") may be used for the non-commercial maintenance of horses, however, there shall be no more than one (1) horse per acre on the Horse Tract.

All of the consideration recited herein was derived from a mortgage loan closed simultaneously herewith.

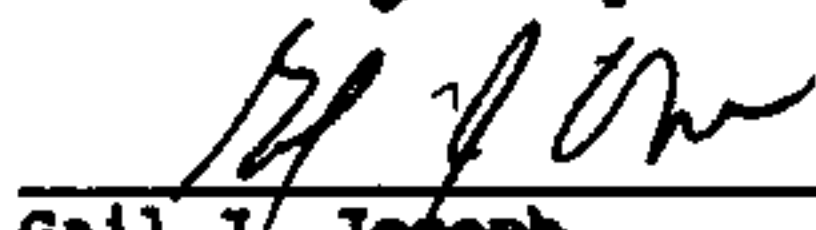
TO HAVE AND TO HOLD to the said Grantee, his heirs, successors and assigns forever.

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, his successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; 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 the said Grantee, his successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned, L. DOUGLAS JOSEPH, J. ANTHONY JOSEPH and GAIL J. JOSEPH have hereunto set their hands and seals, this the 29 day of MAY, 1996.


L. Douglas Joseph


J. Anthony Joseph


Gail J. Joseph
Owen

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that L. DOUGLAS JOSEPH, a married man, whose name 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of MAY, 1996.


Notary Public
My Commission Expires: 3.1.98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. ANTHONY JOSEPH, a married man, whose name 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 foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of MAY, 1996.


Notary Public
My Commission Expires: 3.1.98

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GAIL J. OWEN, an unmarried woman, whose name 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 foregoing conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 29 day of MAY, 1996.


Notary Public
My Commission Expires: 3.1.98

Parcel I

A parcel of land in the SW 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows:
From the accepted SW corner of the SE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 1 West, being the point of beginning of herein described parcel of land, run thence East along the accepted South boundary of said SE 1/4 of SW 1/4 a distance of 704.66 feet; thence turn 90 deg. 22 min. 27 sec. left and run 582.7 feet; thence turn 44 deg. 12 min. 55 sec. left and run 516.24 feet; thence turn 44 deg. 12 min. 55 sec. right and run 190.0 feet; thence turn 54 deg. 07 min. 45 sec. left and run 324.49 feet; thence turn 08 deg. 56 min. 44 sec. left and run 149.60 feet; thence turn 27 deg. 36 min. 55 sec. right and run 105.20 feet; thence turn 96 deg. 29 min. 50 sec. left and run 237.74 feet; thence turn 46 deg. 27 min. 38 sec. left and run 1321.18 feet; thence turn 91 deg. 12 min. 30 sec. left and run 326.0 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

Parcel II

~~NON-EXCLUSIVE~~ VEHICULAR & PEDESTRIAN

50 foot Easement for Ingress and Egress and Utilities lying in Section 10, Township 20 South, Range 1 West, described as follows:
From the accepted SE corner of the NE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 1 West, run thence North along the accepted East boundary of said NE 1/4 of SW 1/4 a distance of 300.0 feet; thence turn 90 deg. 35 min. 08 sec. left and run 25.0 feet to the point of beginning of the centerline of herein described 50.0 foot easement for ingress and egress and utilities; thence turn 89 deg. 24 min. 52 sec. left and run 25.0 feet along said easement centerline; thence turn 89 deg. 24 min. 52 sec. right and run 1294.28 feet along said easement centerline and the following courses; 42 deg. 01 min. 54 sec. left for 427.70 feet; 46 deg. 27 min. 38 sec. left for 850.04 feet; 82 deg. 37 min. 40 sec. left for 134.87 feet; 58 deg. 34 min. 45 sec. right for 222.83 feet; 40 deg. 44 min. 25 sec. left for 185.21 feet; 16 deg. 03 min. 40 sec. right for 143.51 feet; 44 deg. 28 min. left for 95.50 feet; 29 deg. 25 min. 45 sec. left for 213.72 feet; 15 deg. 45 min. 45 sec. right for 616.05 feet; 04 deg. 11 min. 45 sec. left for 219.55 feet; 34 deg. 37 min. 45 sec. left for 82.28 feet; 34 deg. 37 min. 46 sec. left for 849.29 feet; 00 deg. 27 min. 54 sec. left for 1305.13 feet; thence turn 02 deg. 05 min. 48 sec. right and run 308.05 feet along said easement centerline to a point in the centerline of a 50.0 foot easement for ingress and egress and utilities, known as L. D. Joseph Road; thence Easterly along the existing centerline of said L. D. Joseph Road to a point of termination of herein described easement on the Westerly boundary of Shelby County Highway No. 47.

RETAINED EASEMENT: Grantors, reserves unto themselves, their heirs, successors and assigns, a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress and utilities over and across that portion of Parcel I which is Parcel II.

PAGE 1 of 2

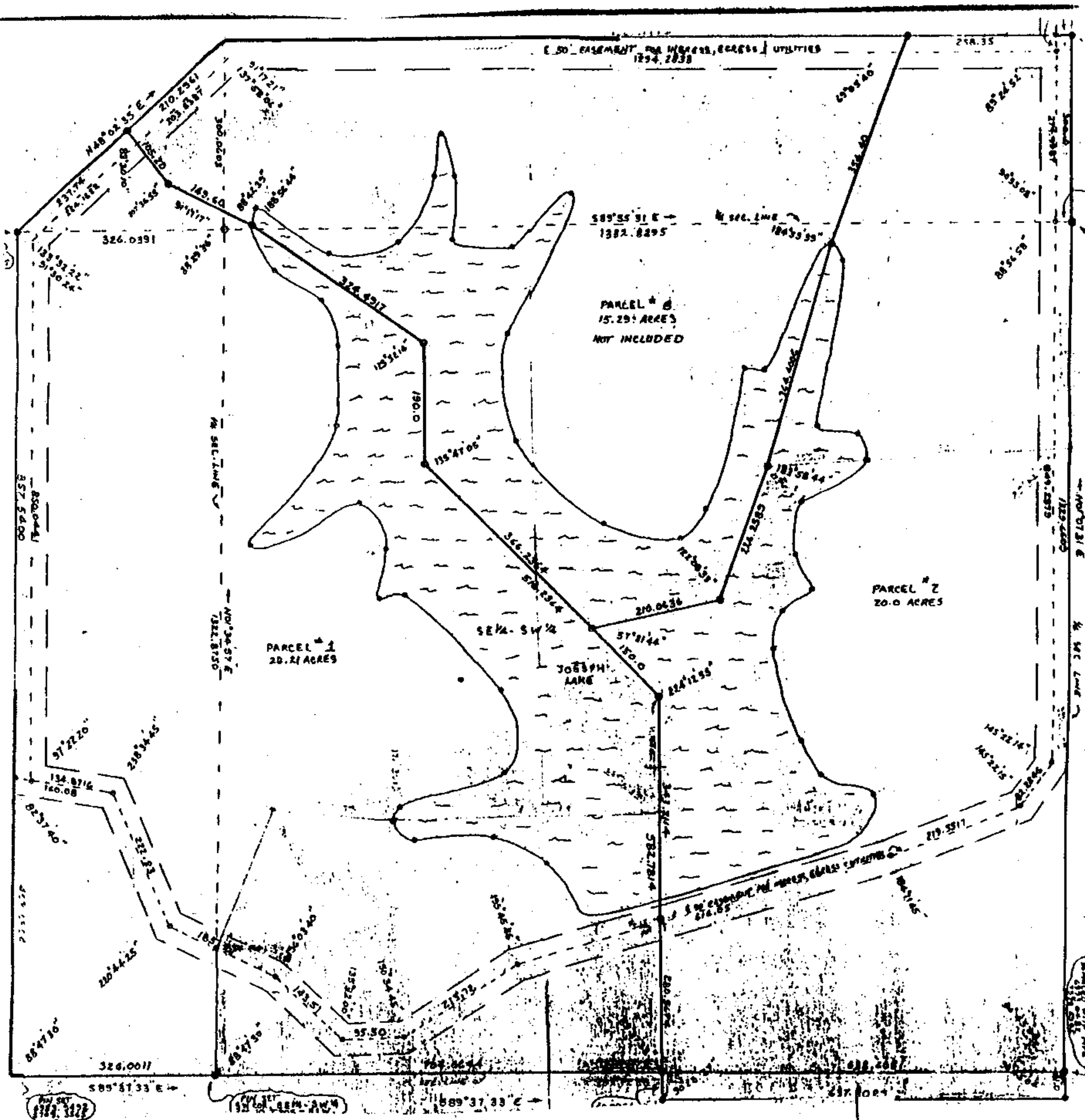


EXHIBIT 'B', JOSEPH & OWEN TO SHOEMAKER
PAGE 2 OF 2

THE Tract

GRANTORS RETAINED PROPERTY

PARCEL #1 (JOSEPH & OWEN TO SHOEMAKER)
Description to-wit:

From the From the accepted S.W. corner of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 10, T20S-R1W, being the point of beginning of herein described parcel of land, run thence East along the accepted South boundary of said SE $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 704.66 feet; thence turn 90°22'27" left and run 582.78 feet; thence turn 44°12'55" left and run 516.24 feet; thence turn 44°12'55" right and run 190.0 feet; thence turn 54°07'46" left and run 324.49 feet; thence turn 08°56'44" left and run 149.60 feet; thence turn 27°36'55" right and run 105.20 feet; thence turn 96°29'50" left and run 237.74 feet; thence turn 46°27'38" left and run 1321.18 feet; thence turn 91°12'30" left and run 326.0 feet to the point of beginning of herein described parcel of land.

From the accepted S.W. corner of the SE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 10, T20S-R1W, run thence East along the accepted South boundary of said SE $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 704.66 feet to the point of beginning of herein described parcel of land; thence turn 89°37'33" right and run 41.0 feet; thence turn 89°37'33" left and run 637.80 feet; thence turn 89°14'56" left and run 41.0 feet to the accepted S.E. corner of aforementioned SE $\frac{1}{4}$ -SW $\frac{1}{4}$; thence continue along said course being along the accepted East boundary of said SE $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 1329.66 feet to the accepted N.E. corner thereof; thence turn 00°27'54" left and run 300.0 feet along the accepted East boundary of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of said Section 10; thence turn 90°35'08" left and run 258.35 feet; thence turn 69°05'40" left and run 354.40 feet; thence turn 04°33'39" left and run 364.40 feet; thence turn 03°58'44" right and run 226.26 feet; thence turn 57°51'27" right and run 210.06 feet; thence turn 122°28'16" left and run 150.0 feet; thence turn 44°12'55" right and run 582.78 feet to the point of beginning of herein described parcel of land.

From the accepted S.E. corner of the NE $\frac{1}{4}$ -SW $\frac{1}{4}$ of Section 10, T20S-R1W, run thence North along the accepted East boundary of said NE $\frac{1}{4}$ -SW $\frac{1}{4}$ a distance of 300.0 feet; thence turn 90°35'08" left and run 258.35 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 1294.28 feet; thence turn 42°01'54" left and run 210.30 feet; thence turn 83°30'10" left and run 105.20 feet; thence turn 27°36'55" left and run 149.60 feet; thence turn 08°56'44" right and run 324.49 feet; thence turn 54°07'46" right and run 190.0 feet; thence turn 44°12'55" left and run 366.24 feet; thence turn 57°31'44" left and run 210.06 feet; thence turn 57°51'27" left and run 226.26 feet; thence turn 03°58'44" left and run 364.40 feet; thence turn 04°33'39" right and run 354.40 feet to the point of beginning of herein described parcel of land.

06/10/1996-18748

10:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 MCD 22.00