

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

12081500  
Send Tax Notice To:  
HASITEL MCEWEN  
5070 STRATFORD RD  
Bham AL  
35242

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS**

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 HERSCHEL MCEWEN, JR. and MICHEL MCEWEN (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:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: (1) Taxes due in the year 1997 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. Grantors, their heirs, successors and assigns shall maintain the roadway located on Parcel II. 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. Grantees herein, their heirs, successors and assigns shall maintain the road located on the real property described on Exhibit "B" attached hereto and incorporated by reference herein.

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. Notwithstanding the foregoing, barbed wire fencing may be maintained only on the South and East lines on Parcel I within the "Horse Tract" as that term is defined in deed from Grantors herein to A. Wallace Shoemaker, said deed being recorded in Instrument #1996-18748 in the Office of the Judge of Probate of Shelby County, Alabama.

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 Parcel I which is the said "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.

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

And we do for ourselves and for our heirs, executors and administrators, covenant with said Grantee, their 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, their 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. OWEN have hereunto set their hands and seals, this the 30 day of SEP, 1996.

  
L. Douglas Joseph

  
J. Anthony Joseph

  
Gail J. 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 30 day of SEP, 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 30 day of SEP, 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 30 day of SEP, 1996.

  
Notary Public

My Commission Expires: 3-1-98

PARCEL I

From the accepted SW corner of the SE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 1 West, run thence East along the accepted South boundary of said SE 1/4 of SW 1/4 a distance of 704.66 feet to the point of beginning of herein described parcel of land; thence turn 89 deg. 37 min. 33 sec. right and run 41.0 feet; thence turn 89 deg. 37 min. 33 sec. left and run 637.80 feet; thence turn 89 deg. 14 min. 56 sec. left and run 41.0 feet to the accepted SE corner of aforementioned SE 1/4 of SW 1/4; thence continue along said curve being along the accepted East boundary of said SE 1/4 of SW 1/4 a distance of 1329.66 feet to the accepted NE corner thereof; thence turn 00 deg. 27 min. 54 sec. left and run 300.0 feet along the accepted East boundary of the NE 1/4 of SW 1/4 of said Section 10; thence turn 90 deg. 35 min. 08 sec. left and run 258.35 feet; thence turn 69 deg. 05 min. 40 sec. left and run 354.40 feet; thence turn 04 deg. 33 min. 39 sec. left and run 364.40 feet; thence turn 03 deg. 58 min. 44 sec. right and run 226.26 feet; thence turn 57 deg. 51 min. 27 sec. right and run 210.06 feet; thence turn 122 deg. 28 min. 16 sec. left and run 150.0 feet; thence turn 44 deg. 12 min. 55 sec. right and run 582.78 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

## PARCEL II:

Also, a 50 foot non-exclusive, perpetual easement, running with the land 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 North along a line 25 feet West of and parallel to the East line of the NE 1/4 of the SW 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama 1005.13 feet to a point 25 feet West of the accepted NE corner of the NE 1/4 of SW 1/4 of Section 10, Township 20 South, Range 1 West, 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.

Grantors reserve unto themselves, their heirs, successors and assigns and to A. Wallace Shoemaker and First Bank of Childersburg, their heirs, successors and assigns, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress and utilities over and across that portion of Parcel I which is described on Exhibit "B" attached hereto and incorporated by reference herein.



**EXHIBIT "B"**

**GRANTOR'S RETAINED EASEMENT**

Begin at the NE corner of Parcel I, which is the point of beginning, thence run South along the East line of Parcel I a distance of 50 feet, thence turn right and run Westerly and 50 feet South of and parallel to the North line of Parcel I to a point on the West line of Parcel I, thence turn right and run Northeasterly along the West line of Parcel I to a point on the North line of Parcel I, thence turn right and run along the North line of Parcel I to the point of beginning. Situated in Shelby County, Alabama.

**Inst # 1996-33161**

**10/04/1996-33161  
02:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 SNA 227.00**