

WARRANTY DEED
(With Rights of Survivorship)

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS 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, I, JOHN W. OWENS, a married man (herein referred to as grantor,), grant, bargain, sell and convey unto GARY KELLEY, and wife, KELLIE KELLEY (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:

A parcel of land situated in the East One-Half of the Southwest Quarter of Section 5, Township 21, South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

BEGIN at the Southwest corner of the East One-Half of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 00 deg. 13 min. 54 sec. West along the West line of the said East One half for a distance of 673.29 feet; thence leaving said West line run South 86 deg. 56 min. 35 sec. East for a distance of 418.50 feet to a point 30 feet more or less perpendicular to the centerline of Oakwood Drive, said line representing the approximate prescriptive limits of Shelby County's right of way; thence run South 01 deg. 11 min. 52 sec. West along said perpendicular line for a distance of 98.67 feet; thence run South 06 deg. 01 min. 54 sec. East along said perpendicular line for a distance of 246.24 feet; thence run South 04 deg. 20 min. 55 sec. West along said perpendicular line for a distance of 301.02 feet to the Northerly right of way line of Massey Road (right of way width: 60 feet); thence leaving said perpendicular line run South 76 deg. 27 min. 19 sec. West along said North line for a distance of 97.17 feet to the South line of the aforementioned Section 5; thence run North 87 deg. 14 min. 53 sec. West along said Section line for a distance of 322.08 feet to the POINT OF BEGINNING.

Contains 6.5 acres more or less.

Subject to restrictions attached as Exhibit "A".

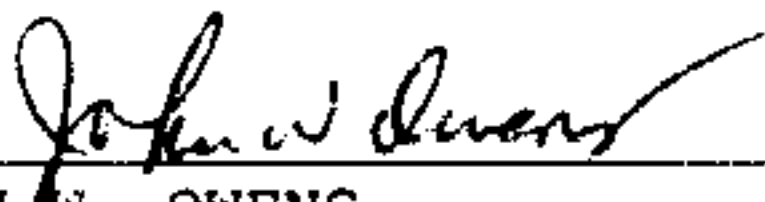
Inst. 1999-05252

02/08/1999-05252
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 WWS 29.30

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4 day of FEBRUARY, 1999.



JOHN W. OWENS (SEAL)

GRANTEE'S ADDRESS

33 Southern Hills Way

Calera, Al. 35040.

STATE ALABAMA

COUNTY OF SHELBY

I, Linda V. Gardner a Notary Public in and for said County, in said State, hereby certify that JOHN W. OWENS 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 conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4 day of FEBRUARY, 1999.

Linda V. Gardner
Notary Public

MY COMMISSION EXPIRES OCT. 26, 2002

THIS INSTRUMENT PREPARED BY:

JOHN W. OWENS
P.O. BOX 1807
Anniston, AL 36202

EXHIBIT A

STATE OF ALABAMA **
**
SHELBY COUNTY **

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, John W. Owens is the owner of certain lots, block, and parcels of land constituting Oakwoods Subdivision:

A parcel of land situated in the East One-Half of the Southwest Quarter of Section 5, Township 21, South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows

BEGIN at the Southwest corner of the East One-Half of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 00 deg. 13 min. 54 sec. West along the West line of the said East One half for a distance of 673.29 feet; thence leaving said West line run South 86 deg. 56 min. 35 sec. East for a distance of 418.50 feet to a point 30 feet more or less perpendicular to the centerline of Oakwood Drive, said line representing the approximate prescriptive limits of Shelby County's right of way; thence run South 01 deg. 11 min. 52 sec. West along said perpendicular line for a distance of 98.67 feet, thence run South 06 deg. 01 min. 54 sec. East along said perpendicular line for a distance of 246.24 feet; thence run South 04 deg. 20 min. 55 sec. West along said perpendicular line for a distance of 301.02 feet to the Northerly right of way line of Massey Road (right of way width: 60 feet); thence leaving said perpendicular line run South 76 deg. 27 min. 19 sec. West along said North line for a distance of 97.17 feet to the South line of the aforementioned Section 5; thence run North 87 deg. 14 min. 53 sec. West along said Section line for a distance of 322.08 feet to the POINT OF BEGINNING.

WHEREAS, said owner desires to impose and create certain restrictions and conditions with respect to the use of said lots and the type of structures that may be erected thereon, which shall be covenants that run with the land and shall insure to the benefit of the purchasers and future owners of said lots;

NOW, THEREFORE, the said John W. Owens does hereby establish and create the following conditions and restrictions which shall apply to all of said lots in said subdivision, and do hereby covenant with any and all person who purchase said lots or become the owners of same, that they will sell said lots only subject to such restrictions and condition, which are as follows, to wit:

1. LAND USE AND BUILDING TYPE. After a residential dwelling is built, one barn or other outbuilding may be built with not more square footage than the residential dwelling
2. DWELLING COST, QUALITY, AND SIZE. The heated floor area of the main structure shall be not less than 1,500 square feet. Any residential dwelling must have a double carport or garage.
3. BUILDING LOCATION. No building shall be located on any lot nearer than 60 feet to the front line, or nearer than 50 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, except that a 20 foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 200 feet at the minimum building setback line. No lot may be subdivided smaller than the original lot or parcel when transferred from the original owner, John W Owens. A transfer of property to a child would not constitute a subdivision.

5. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one square foot, one sign of not more than five square feet, advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. LIVESTOCK AND POULTRY. Dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both State and Local public health authorities.

(c) GENERAL PROVISIONS

1. TERM. These covenants are to run with the land shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of then (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to either restrain or to recover damages.

3. SEVERABILITY. Invalidity of any one of these covenants by judgments or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have affixed my hand and Seal on this the 4 day of February, 1999.

 (Seal)
JOHN W. OWENS

02/08/1999-05252
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NWS 29.50

Inst # 1999-05252