

Prepared by and return to:
MATTHEW T. KNIGHT
TRANSCONTINENTAL TITLE CO. ✓
100 CONCOURSE PARKWAY, SUITE 157
BIRMINGHAM, AL 32544
File #: AL1100406
Parcel I.D.#: 22-3-05-0-000-008.000

**WARRANTY DEED
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS that in consideration of \$35,400.00 to the undersigned grantor, in hand paid by the grantee herein, and other good and valuable consideration, the receipt whereof is hereby acknowledged, JOHN W. OWENS (herein referred to as "Grantor"), grants, bargains, sells and conveys unto DONALD SHERPERT AND NANCY G. SHERPERT (herein referred to as "Grantee"), 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 APPENDIX A

This conveyance is made subject to:

1. all restrictions, covenants, rights of ways and easements of record;
2. all mineral and mining rights are excepted.

Subject to the Covenant and Restrictions attached as APPENDIX B.

TO HAVE AND TO HOLD, To the said Grantee its successors and assigns forever. And said Grantor does for itself, its successors and assigns, covenant with said grantee its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, 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 grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, The grantor has executed this conveyance, this 9th day of February, 1999.


(SEAL)

(SEAL)

**STATE OF ALABAMA
COUNTY OF: SHELBY**

I, the undersigned, a Notary Public in and for said county in said State hereby that JOHN W. OWENS whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of this instrument, he/she/they executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9th day of February, 1999.


Notary Public

My Commission expires _____
MY COMMISSION EXPIRES OCT. 26, 2002

Inst # 1999-09032

03/04/1999-09032
11:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 WWS 51.50

APPENDIX B

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:

Commence at the Southeast 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. 00 min. 00 sec. West along the east line of the East One-half of the said Southwest Quarter for a distance of 1981.96 feet to the North line of the South One-half of the Northeast Quarter of the Southwest Quarter of Section 5; thence leaving said east line run North 87 deg. 02 min. 17 sec. West along said north line for a distance of 1233.65 feet; thence leaving said north 00 deg. 13 min. 54 sec. East for a distance of 509.12 feet to the POINT OF BEGINNING; thence run North 86 deg. 24 min. 00 sec. East for a distance of 525.52 feet more or less to the centerline of Oakwoods Drive (a prescriptive right of way); thence run South 27 deg. 36 min. 23 sec. West along said centerline for a distance of 100.43 feet; thence run South 35 deg. 02 min. 14 sec. West along said centerline for a distance of 25.97 feet; thence run South 17 deg. 07 min. 23 sec. West along said centerline for a distance of 99.76 feet; thence run South 05 deg. 53 min. 31 sec. West along said centerline for a distance of 309.03 feet; thence leaving said centerline run North 90 deg. 00 min. 00 sec. West for a distance of 400.00 feet; thence run North 00 deg. 13 min. 54 sec. West for a distance of 480.00 feet to the POINT OF BEGINNING.

Containing 5.0 acres more or less (Subject to the prescriptive right of way for Oakwoods Drive shown hereon).

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 of 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 9 day of February, 1999.

 (Seal)
JOHN W. OWENS

APPENDIX "A"

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:

Commence at the Southeast 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°00'00" West along the east line of the East One-half of the said Southwest Quarter for a distance of 1981.96 feet to the North line of the South One-half of the Northeast Quarter of the Southwest Quarter of Section 5; thence leaving said east line run North 87°02'17" West along said north line for a distance of 1233.65 feet; thence leaving said north line run South 00°13'54" East for a distance of 509.12 feet to the POINT OF BEGINNING; thence run North 86°24'00" East for a distance of 525.52 feet more or less to the centerline of Oakwoods Drive (a prescriptive right of way); thence run South 27°36'23" West along said centerline for a distance of 100.43 feet; thence run South 35°02'14" West along said centerline for a distance of 25.97 feet; thence run South 17°07'23" West along said centerline for a distance of 99.76 feet; thence run South 05°53'31" West along said centerline for a distance of 309.03 feet; thence leaving said centerline run North 90°00'00" West for a distance of 400.00 feet; thence run North 00°13'54" West for a distance of 480.00 feet to the POINT OF BEGINNING.

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