

SEND TAX NOTICE TO:  
(Name) **Carlton E. Davis and  
Maxine B. Davis**  
(Address) 42 High Mesa Circle  
Chelsea, AL 35043

THIS INSTRUMENT WAS PREPARED BY  
WALLACE, ELLIS, FOWLER & HEAD  
P. O. BOX 587  
COLUMBIANA, ALABAMA 35051

Inst # 1999-21361

05/21/1999-21361  
09:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
43.50  
003 HHS

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

**STATE OF ALABAMA  
SHELBY COUNTY**

**KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of **Thirty Thousand and no/100 Dollars (\$30,000.00)** in hand paid by the GRANTEES herein, the receipt whereof is hereby acknowledged, we, **Jerry Maxwell Davis and wife, Remelle O. Davis**, (herein referred to as grantors) do grant, bargain, sell and convey unto **Carlton E. Davis and wife, Maxine B. Davis** (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 1 West; said point also being the point of beginning; thence South 89 deg. 06' 26" East along the South line of said 1/4 1/4 Section 448.89 feet; thence North 2 deg. 10' 55" East a distance of 350.87 feet to a point on the Southeasterly right-of-way line of Shelby County Road 336 (Prescriptive R.O.W.); thence South 76 deg. 00' 11" West along said right-of-way line a distance of 486.20 feet to a point on the West line of said 1/4 1/4 Section; thence South 2 deg. 10' 55" West along said 1/4 1/4 line and leaving said right-of-way line a distance of 230.76 feet to the point of beginning. Said parcel of land containing 3.00 acres, more or less.

According to survey dated May 20, 1999 of Robert C. Farmer, PLS No. 14720.

**SUBJECT TO:**

1. Easements, restrictions, and rights of way of record.
2. The following restrictive covenants shall run with the land:
  - (a) The property shall be used for single family residence purposes only and not for any purpose of business or trade
  - (b) No single family residence shall be constructed near Hwy 336 on this land containing less than 1800 square feet of heated and air conditioned interior floor space, exclusive of porches and garages or carports. For a 1-1/2 story dwelling, the main level must contain a minimum of 1200 square feet and the remaining 600 square feet in the half-story. For 2-story dwelling, a minimum of 900 square feet each on the 1st and 2nd levels. No drivet finished house shall be built in sight of Highway 336. Houses within 200 feet of Hwy 336 shall face Hwy 336.
  - (c) Except for the construction and development activities of Developer and Builder, no temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures. Any additional storage facilities mus be approved in advance in writing and may or may not be approved.
  - (d) Any dwelling exiting onto County Hwy 336 shall be set back from the most southerly right of way of Hwy 336, one hundred (100) feet.
  - (e) Each owner of any part of the property shall at all times keep and maintain their

part of the property and the improvements thereon in a clean, orderly and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from their land as soon as is practical, and prior to removal, the same shall be stored on the lot out of sight and in a neat and orderly manner so as not to interfere with the aesthetics, health or welfare of other home owners.

(f) Any chimney bases should be supported by a foundation which matches masonry on the house.

(g) Garage doors shall be on the rear or side of the dwelling. Garage doors or carports shall not face Hwy 336.

(h) No concrete block work, including foundations, concrete block steps, walkways, walls or other concrete block work, whether painted, stuccoed or otherwise, shall show above ground or from the exterior of any building.

(i) No satellite dishes nor propane tanks may be located in the front yard nor side of any lot, and a propane tank may not show from any road or street but (in the rear of a dwelling) have an acceptable enclosure to preclude being visible to the street or highway, if necessary.

(j) No animals, birds, or reptiles shall be kept or be possessed by any person owning a lot in the property, except for commonly accepted household pets. No pet may be permitted to leave said owners property without being controlled at all times by the owner. No kennel will be allowed.

(k) No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted on the property, except those required by developers and builders during development and sales of the property.

(l) No substance, thing or material shall be kept upon any lot that cause an odor, sign, or noise that would be objectionable to or disturb the peace, quiet, comfort, or security of occupants of the surrounding property, including junk cars, house trailer, mobile home, truck, or similar items for a period of in excess of twenty-four hours.


(m) Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of any provision of the same against a lot owner may be awarded a reasonable attorney's fee against such lot owner."


(n) Invalidity of any one of these general covenants, restrictions, and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect."

**TO HAVE AND TO HOLD** unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 5-20-99 day of MAY, 1999.

 (SEAL)  
Jerry Maxwell Davis

 (SEAL)  
Remelle O. Davis

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Jerry Maxwell Davis and wife, Remelle O. Davis**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of May, 1999.

 (SEAL)  
Notary Public

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