

Send Tax Notice to:
Changiz Gaviri
2156 Myrtlewood Drive
Birmingham, AL 35216

This instrument was prepared by
(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW
(Address) COLUMBIANA, ALABAMA 35051

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS.

That in consideration of **One Hundred Nine Thousand, Four Hundred Fifty and No/100 (\$109,450.00) Dollars**, to the undersigned grantor, in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we, **Jerry Maxwell Davis and wife, Remelle O. Davis**, (herein referred to as grantors), do grant, bargain, sell and convey unto **Changiz Gaviri**, (herein referred to as GRANTEE), the following described real estate situated in **Shelby County, Alabama** to-wit:

PARCEL A

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 SE 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 North 2 deg. 35' 14" East and along the East line of said 1/4 1/4 Section a distance of 1202.93 feet to a point on the South right-of-way line of Shelby County Road 36 (80' R.O.W.), said point also being a point on a curve to the right having a central angle of 0 deg. 15' 56", a radius of 479.64 feet and subtended by a chord which bears N 71 deg. 01' 55" West a chord distance of 2.22 feet; thence along said curve and said right-of-way line a distance of 2.22 feet to its point of intersection with the Easterly right-of-way line of Shelby County Road 336 (Prescriptive R.O.W.), said point also being the beginning of a curve to the left having a central angle of 5 deg. 58' 54", a radius of 960.94 feet and subtended by a chord which bears South 6 deg. 17' 36" West a chord distance of 100.56 feet; thence along said curve and along said right-of-way line a distance of 100.60 feet to the end of said curve; thence South 1 deg. 41' 12" West along said right-of-way line a distance of 209.48 feet to the beginning of a compound curve to the right having a central angle of 65 deg. 19' 18", a radius of 368.21 feet and subtended by a chord which bears South 32 deg. 42' 00" West a chord distance of 397.42 feet; thence along said curve and along said right-of-way line a distance of 419.79 feet to the end of said curve; said point also being the beginning of a curve to the right having a central angle of 9 deg. 56' 45", a radius of 1853.78 feet and subtended by a chord which bears South 71 deg. 41' 48" West a chord distance of 321.39 feet; thence along said curve and along said right of way line a distance of 321.79 feet to the end of said curve; thence South 76 deg. 00' 11" West along said right-of-way line a distance of 386.54 feet; thence South 2 deg. 10' 55" West and leaving said right-of-way line a distance of 350.87 feet to a point on the South line of said 1/4 1/4 Section; thence South 89 deg. 06' 26" East along said 1/4 1/4 line a distance of 873.35 feet to the point of beginning. Said parcel of land containing 9.95 acres, more or less, according to survey dated May 14, 1999 of Robert C. Farmer, PLS No. 14720.

SUBJECT TO THE FOLLOWING:

- (1) Taxes and assessments for the year 1999, and subsequent years, which are not yet due and payable.
- (2) Right of Way granted to Alabama Power Company by instrument recorded in Volume 229, page 500 and Volume 234, page 887, in the Probate Office of Shelby County, Alabama
- (3) Right of Way to Shelby County recorded in Volume 252, page 244, in the Probate Office of Shelby County, Alabama.

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JERRY MAXWELL DAVIS

(4) Coal, oil, gas and other mineral interests in, to or under the land herein which are not owned by the grantors.

(5) Less and except any part of subject property lying within a road right of way.

(6) The rights of upstream and downstream riparian owners with respect to lake as shown on Tax Assessor's Plat.

(7) 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 must be approved in advance in writing and may or may not be approved.

(d) Any dwelling adjacent to 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 to the said grantee, his heirs and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said grantee, his 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 grantee, his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6/9/99 day of June, 1999.

Jerry Maxwell Davis
Jerry Maxwell Davis

Remelle O. Davis
Remelle O. Davis

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, 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 9th day of June, 1999.

Lance Stashley
Notary Public

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SHELBY COUNTY JUDGE OF PROBATE
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