



This instrument was prepared by:

Grantees' address:
145 Southern Hills Circle
Calera, AL 35040

William R. Justice
P.O. Box 1144 Columbiana, Alabama 35051

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Twelve Thousand Sixty and no/100 DOLLARS (\$212,060.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned Carolyn Edith Yawn Mann, married, and Margie Lynn Driver Yawn, as Trustee for Thomas Ray Yawn, Hollie Elizabeth Yawn, and Jessica Lynn Yawn under the will of Robert Hollis Yawn, deceased (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto Michelle Cook (herein referred to as GRANTEES) the following described real estate situated in SHELBY County, Alabama to-wit:

See attached Exhibit A for legal description

Subject to easements, rights of way, and reservations of mineral and mining rights of record. **Subject to covenants and restrictions set out on attached Exhibit B.**

The above described property does not constitute any part of the homestead of GRANTOR or GRANTOR'S spouse, if any.

\$48,000.00 of the consideration stated above was paid by a purchase money mortgage executed simultaneously herewith.

TO HAVE AND TO HOLD to the said GRANTEE and her heirs and assigns in fee simple forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE, her heirs, and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors, and administrators shall warrant and defend the same to the said GRANTEE, her heirs, and assigns forever, against the lawful claims of all

JWBSC / Real Est

persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this 27th day of August, 2004.

Wilbur Campbell
Witness to Carolyn Edith Yawn Mann
Witness printed name: Wilbur Campbell

Florence Patnode
Witness to Carolyn Edith Yawn Mann
Witness printed name: Florence Patnode

Carolyn Edith Yawn Mann
Carolyn Edith Yawn Mann

Margie Lynn Driver Yawn
Margie Lynn Driver Yawn, as Trustee for
Thomas Ray Yawn under the Will of Robert
Hollis Yawn, deceased

Margie Lynn Driver Yawn
Margie Lynn Driver Yawn, as Trustee for
Hollie Elizabeth Yawn under the Will of
Robert Hollis Yawn, deceased

Margie Lynn Driver Yawn
Margie Lynn Driver Yawn, as Trustee for
Jessica Lynn Yawn under the Will of Robert
Hollis Yawn, deceased

STATE OF FLORIDA
BAY COUNTY

The foregoing instrument was acknowledged before me this 27th day of August, 2004, by Carolyn Edith Yawn Mann, married, who is personally known to me or who has produced _____ as identification.

 Rosemarie Matteson
My Commission DD133588
Expires August 09, 2006

Rosemarie Matteson
Notary public
Notary printed name ROSEMARIE MATTESON

My commission expires:
8/9/06

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Margie Lynn Driver Yawn, whose name as Trustee for Thomas Ray Yawn, Hollie Elizabeth Yawn, and Jessica Lynn Yawn, under the will of Robert Hollis Yawn, deceased, 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, she, in her capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 27th day of August, 2004.



Kellie R. Jentz
Notary Public

A parcel of land situated in the Southwest quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3/8 inch rebar found locally accepted to be the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 17; thence run East along the North line of said quarter-quarter Section for a distance of 1,328.66 feet to a 3/8 inch rebar found locally accepted to be the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 17; thence turn an angle to the left of 00 degrees, 24 minutes, 00 seconds and run in an Easterly direction along the North line of said quarter-quarter Section for a distance of 379.11 feet to an iron pin found; thence turn an angle to the right of 78 degrees, 32 minutes, 39 seconds and run in a Southeasterly direction for a distance of 348.82 feet to a point; thence turn an angle to the right of 09 degrees, 51 minutes, 31 seconds and run in a Southerly direction for a distance of 579.65 feet to a point; thence turn an angle to the right of 74 degrees, 51 minutes, 24 seconds and run in a Southwesterly direction for a distance of 467.66 feet to a point; thence turn an angle to the right of 14 degrees, 19 minutes, 34 seconds and run in a Westerly direction for a distance of 370.88 feet to a point; thence turn an angle to the right of 91 degrees, 43 minutes, 28 seconds and run in a Northerly direction for a distance of 200.00 feet to a point; thence turn an angle to the left of 51 degrees, 52 minutes, 17 seconds and run in a Northwesterly direction for a distance of 629.30 feet to a point; thence turn an angle to the left of 38 degrees, 07 minutes, 43 seconds and run in a Westerly direction for a distance 466.68 feet to an iron pin set on the West line of said Section 17; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northerly direction along said East line for a distance of 504.00 feet to the point of beginning; said parcel of land containing 32.01 acres, more or less.

EXHIBIT B
COVENANTS & RESTRICTIONS

1. Minimum building set back line shall be no less than 100 feet from any property line.
2. There shall be no further division of lands herein described.
3. It shall be the responsibility of each owner to prevent the occurrence of any unclean, unsightly refuse or garbage on the described parcels.
4. No one story dwelling house of less than 2000 square feet of heated area, exclusive of porches, carports, basements and decks or terraces and no one and one-half or two story dwellings having less than 2600 square feet of heated area shall be erected on any parcel.
5. No detached outbuilding, storage building or garage shall be erected closer to the street than the front of the dwelling, **except that a barn may be erected on the Alston Farm Road side of the dwelling so as not to be located between the dwelling and the lake.**
6. No trailers, temporary buildings, garages or other buildings shall be built and used for residence purposes prior to the completion of a dwelling on said lots. All residences shall be site-built homes. No mobile homes, modular homes or manufactured homes are allowed.
7. No unused or inoperable vehicles or water craft shall be stored on the property unless stored in a garage or outbuilding.
8. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the adjoining parcels to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants and restrictions, and either to prevent him or them from doing or to recover damages for such violation. It being understood that this right extends not only to the present owners of said property, but also to any future property owners therein.
9. Property shall be used for residential purposes only. No commercial uses are permitted.

RESTRICTIONS ON LAKE USAGE

1. No persons other than owners of property which touches the lake, or members of their household, may use the lake.
2. No mechanically-powered devices, including but not limited to gasoline powered motors, personal watercraft, and jetskis, may be used on the lake. Canoes and johnboats are permitted. No vessels longer than 16 feet are permitted.
3. No irrigation systems or similar equipment may pump water from the lake.
4. No boathouses or other structures may be built which project into the lake, other than a pier or walk which may project no more than three (3) feet into the lake and which are no larger than 60 square feet in surface area per lot. No other above-ground structure may be placed closer than 100 feet to the shore of the lake without specific written approval of the majority of the property owners entitle to use the lake..
5. Maintenance of the lake shall be shared by owners of property adjoining the lake. They shall contribute ratably to the cost of any materials and labor used in the repair and maintenance of the lake and structures associated therewith.