

Send tax notice to:
Kevin R. Kotula and Amy D. Kotula
24050 Waterhole Ln.
San Antonio, TX 78261

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104

STATE OF ALABAMA)
 :
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

W 175 000

That in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid to **MICHAEL E. STEPHENS**, a married man ("Grantor") by **KEVIN R. KOTULA and AMY D. KOTULA** ("Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, subject to the matters hereinafter set forth, the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Oak Crest, Sector Three, as recorded in Map Book 38, page 104, in the Probate Office of Shelby County, Alabama

Together with the beneficial rights to the road for ingress, egress, and utilities pursuant to the provisions of Article IV, Roadway, Paragraph E, as set forth in that certain Declaration of Restrictive Covenants for Oakcrest Sector Two dated January 18, 1996 and recorded as Instrument No. 1996-02205 in said Probate Office

Grantor hereby certifies that the Property has never been and does not now constitute the homestead of Grantor (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).

\$75,000 of the consideration was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto Grantees, as joint tenants with right of survivorship, their heirs and assigns forever; subject, however, to the following:

1. Ad valorem taxes for the 2009 tax year and thereafter
2. Transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 127, page 442, in said Probate Office

3. Right-of-way granted to South Central Bell by instrument recorded in Real 116, page 275, in said Probate Office
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, including those set out in Instrument #1995-34743 in said Probate Office
5. Restrictions, limitations, conditions, and other provisions as set out in Map Book 38, page 104, in said Probate Office
6. The provisions of Article IV, Roadway, C. Conversion to a Public Road as set forth in that certain Declaration of Restrictive Covenants for Oakcrest Sector Two dated January 18, 1996 and recorded as Instrument Number 1996-02205 in said Probate Office
7. Any provisions set out in Article IV of the Declaration of Restrictive Covenants for Oakcrest Sector Two dated January 18, 1996 and recorded as Instrument Number 1996-02205 in said Probate Office that are found applicable to Lot 1 by any court of competent jurisdiction, if any
8. Easement to Alabama Power Company as set out in Instrument #20080519000204110 in said Probate Office
9. Easements, restrictions, reservations, covenants, and rights-of-way of record
10. Matters disclosed by an inspection or accurate survey of the Property
11. The following restrictions shall attach to and run with the land and shall be binding upon the Property and the owners and occupants thereof:
 - (a) The Property shall not be used for any use other than single family residential use and related accessory uses such as stables for the keeping of horses (which shall be permitted);
 - (b) No retail or commercial uses of any kind shall be permitted on the Property, including commercial kennels;
 - (c) No improvements (including a dwelling place, garage, driveway, site work, mailbox, outbuilding, or other improvement) shall be made to the Property until the plans and specifications therefor and the location thereof, shall have been approved in writing by Grantor. Review and approval of any said plans and specifications by Grantor or any representative of Grantor shall only be with respect to the exterior appearance and location of said improvements, and neither Grantor nor his representatives shall be responsible or in any manner liable with respect to the quality, function, habitability, or structural integrity of the improvements to be constructed pursuant to said plans and specifications, nor with respect to any defects therein, nor with respect to the compliance

thereof with any applicable zoning or building codes or regulations or other governmental requirements. Any improvements to the Property shall be in accordance with the plans and specifications as approved by Grantor with respect to the appearance and location thereof; however, changes may be made to the plans and specifications with respect to engineering, architectural integrity, structural soundness, and the like provided that such changes do not affect the appearance and location of the improvements. All persons submitting any such plans and specifications and all persons relying thereon, by acceptance of conveyance of title, shall be deemed to agree to and do hereby waive and release Grantor and his representatives from, any and all claims with respect to said plans and specifications and said improvements. Upon the completion of the construction of improvements on the Property pursuant to the plans and specifications approved by Grantor, and upon Grantees subjecting the Property to that certain Declaration of Restrictive Covenants for Oakcrest Sector Two dated January 18, 1996 and recorded as Instrument Number 1996-02205 in said Probate Office, the rights of Grantor pursuant to this paragraph 11(c) shall terminate.

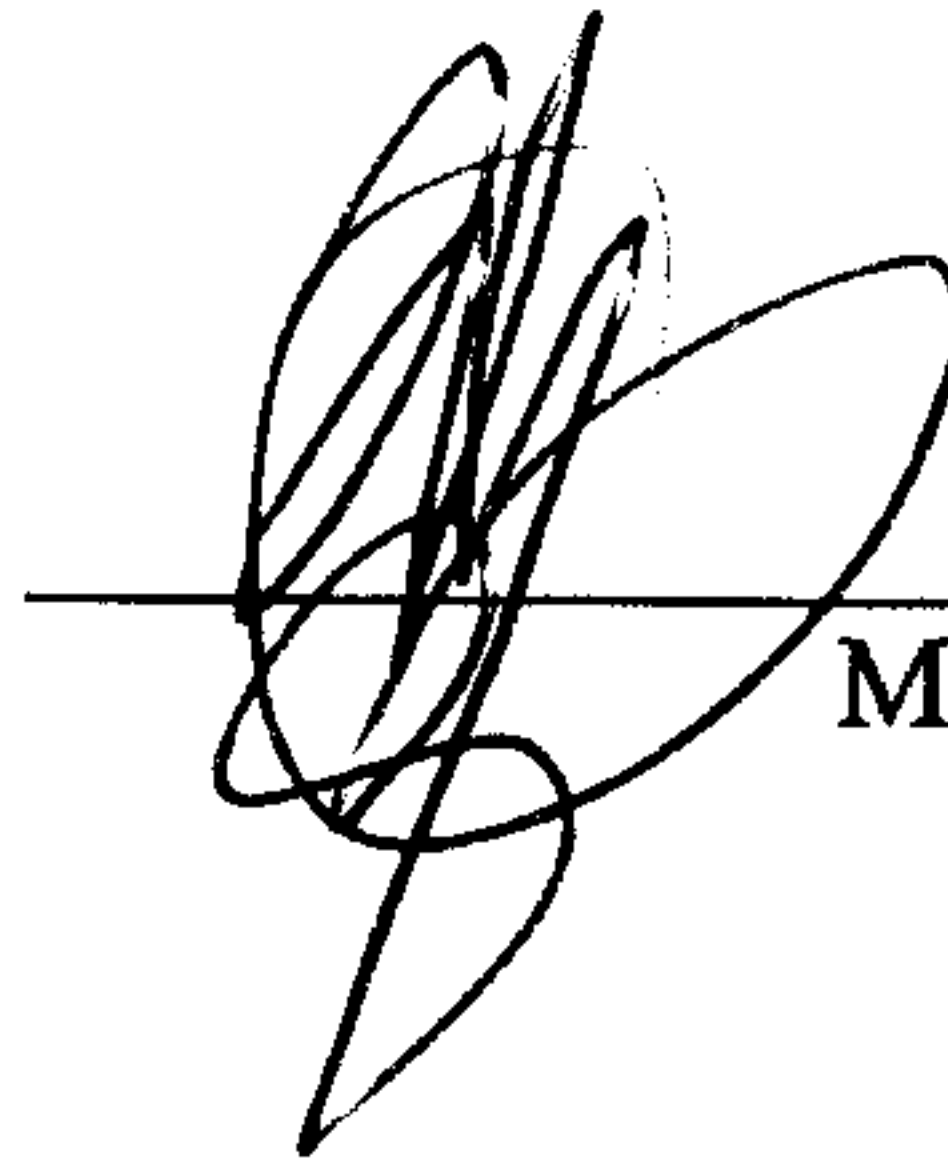
- (d) No dog kennels for commercial purposes will be allowed. No cows, swine or chickens will be allowed, and no commercial breeding of any animal will be allowed.
- (e) No inoperable motor vehicle shall be stored on the Property in such manner as to be visible from High Crest Road. The Property shall not be used as a dumping ground for rubbish, trash, garbage, or other waste, and such shall not be kept except in sanitary containers, the permanent location of which shall not be visible from High Crest Road. The Property shall be maintained in a neat and orderly fashion at least to the extent of visibility from High Crest Road; this includes the yard and any shrub beds. No satellite, microwave dishes or television or radio antennas shall be placed on the Property unless approved in writing by Grantor; but in no event shall any satellite, microwave dishes or television or radio antennas be visible from the street. The Property shall not be cultivated for crops of any sort, except for gardens of reasonable size, which shall be located in the rear or to the side of the dwelling.
- (f) No signs of any kind shall be displayed to the public view on the Property except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sale period.
- (g) The Property shall not be sold or used for the purpose of extending any public or private road, street, or alley, for the purpose of opening any road, street, or alley, except by the prior written consent of Grantor.



- (h) No basketball goal or similar object may be installed nearer the street than the front building line of the dwelling. The backboard will be clear or smoked plexiglass construction and the supporting structure shall be painted dark green.

By acceptance of this deed, Grantees shall accept the Property subject to each and all of the provisions herein contained. In the event of a violation or breach of any restriction or covenant in this deed by any owner or occupant of the Property, Grantor shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of the restrictions, to sue for and recover damages, or take all such courses of action at the same time, or such other legal remedy deemed appropriate. No delay or failure on the part of Grantor to initiate an available remedy set forth herein shall be held to be a waiver of Grantor or an estoppel of Grantor to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but Grantor shall be entitled specifically to relief by way of injunction as well as any other available relief at law or in equity. Grantor may be awarded a reasonable attorney's fee against such owner or occupant.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 23rd day of July, 2009.



Michael E. Stephens

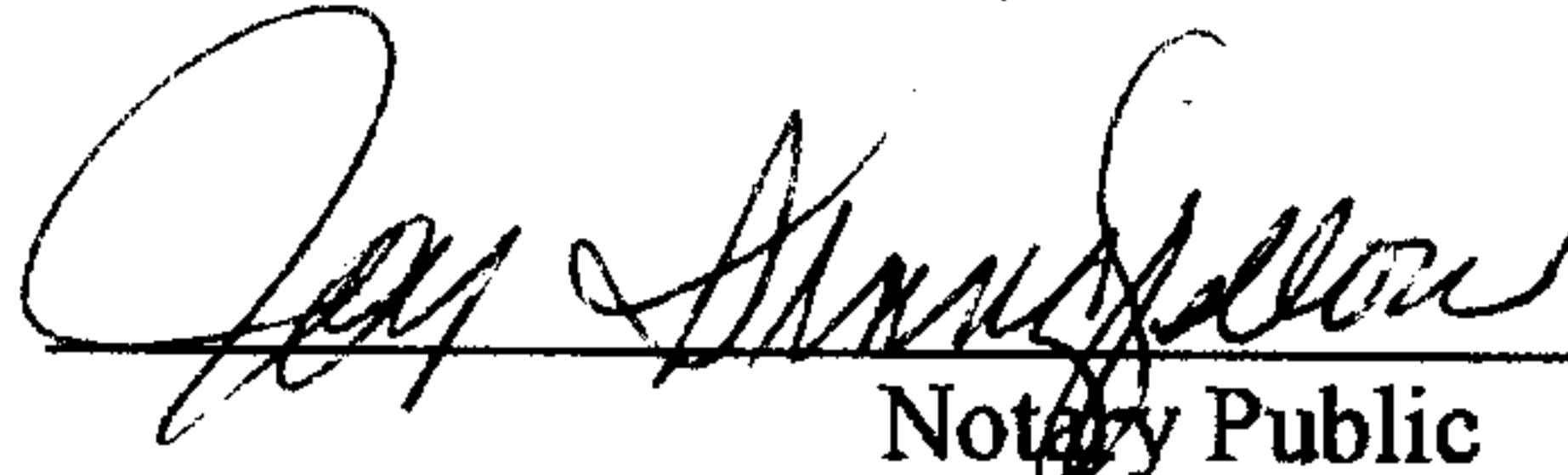
Deed Tax : \$100.00

STATE OF ALABAMA)

COUNTY OF Shelby :

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael E. Stephens, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 23rd day of July, 2009.



Notary Public

[NOTARIAL SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 29, 2012
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS