

20221121000428820 1/3 \$85.00 Shelby Cnty Judge of Probate, AL 11/21/2022 12:55:30 PM FILED/CERT

SEND TAX NOTICE TO: Ramona J. Morrison 237 Stillmeadow Circle Columbiana, Alabama 35051

THIS INSTRUMENT WAS
PREPARED BY MORRISON
HONEA, LLC
P. O. BOX 278
COLUMBIANA, ALABAMA 35051

MACKET WALLE = 167,600 1/3 VALUE = 55,861.

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor or grantors in hand paid by the grantee herein, the receipt whereof is hereby acknowledged, we, JAMES ALLEN MORRISON, a married man (herein referred to as grantor) and RAMONA JOHNSON MORRISON, a married woman (herein referred to as grantor) do grant, bargain, sell and convey unto RAMONA J. MORRISON, a married woman, JAMES ALLEN MORRISON, a married man and KALLEN MORRISON, a married woman (herein referred to as grantee) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

ADWESS', 636 ALSTON FROM ROAD COLUMBIANA AL 35351

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

Commence at a 1 inch open top iron found locally accepted to be the Southwest corner of said Section 17; thence run North along the West line of said Section 17 for a distance of 654.43 feet to an iron pin found at the point of beginning; thence continue along last stated course for a distance of 294.10 feet to an iron pin set under a fence; thence turn an angle to the right of 75 degrees, 47 minutes, 09 seconds and run in a Northeasterly direction along said fence for a distance of 328.03 feet to an iron pin set; thence turn an angle to the left of 15 degrees, 51 minutes, 06 seconds and run in a Northeasterly direction for a distance of 213.60 feet to an iron pin set; thence turn an angle to the left of 02 degrees, 04 minutes, 06 seconds and run in a Northeasterly direction for a distance of 167.81 feet to an iron pin set; thence turn an angle to the left of 28 degrees, 49 minutes, 25 seconds and run in a Northeasterly direction for a distance of 212.73 feet to an iron pin set; thence turn an angle to the right of 19 degrees, 02 minutes, 25 seconds and run in a Northeasterly direction for a distance of 286.89 feet to a point; thence turn an angle to the right of 40 degrees, 11 minutes, 34 seconds and run in an Easterly direction for a distance of 370.88 feet to a point; thence turn an angle to the right of 91 degrees, 30 minutes, 28 seconds and run in a Southerly direction for a distance of 967.03 feet to an iron pin found; thence turn an angle to the right of 90 degrees, 31 minutes, 48 seconds and run in a Westerly direction for a distance of 1,336.09 feet to the point of beginning; said parcel of land containing 20 acres, more or less.

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 A.

This instrument prepared without evidence of title condition. There is no representation as to title or matters that might be revealed by survey, inspection or examination of title by the preparer of this instrument.

TO HAVE AND TO HOLD unto the said grantee as joint tenant, with right of survivorship, her 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 life of the grantee 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 I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (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, I, or each of us, have hereunto set my or our hands and seals, this day of ______, 20 ZZ_.



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(SEAL)

JAMES ALLEN MORRISON

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JAMES ALLEN MORRISON**, whose name 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, he executed the same voluntarily on the day the same bears date.

SHERRI PRUETT

NOTARY PUBLIC

ALABAMA - STATE AT LARGE

STATE OF ALABAMA)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **RAMONA J. MORRISON**, whose name 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 executed the same voluntarily on the day the same bears date.

SHERRI PRUETT
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires 06-22-2026

My Comm. Expires 06-22-2026

SHELBY COUNTY

Munitant (SEAL)



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EXHIBIT A

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.
- 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.