



20250207000038270 1/4 \$31.00
Shelby Cnty Judge of Probate, AL
02/07/2025 12:14:47 PM FILED/CERT

State of Alabama

Shelby County

Land Use Restriction

This Land Use Restriction, a covenant running with the land (hereinafter the "Land Restriction"), dated this the 3rd day of February 2025, for good and valuable consideration, is hereby declared, covenanted, and made by Leeann Wheeler and Steven Wheeler (hereinafter "Owner"), who is the owner(s) of the following property located at 2113 Grey Oaks Terr, Pelham, AL 35124, to-wit:

[Legal Description] (hereinafter the Property").

The Land Restriction is imposed because Owner has been loaned funds for property renovations by the Poarch Band of Creek Indians Housing Department ("Housing Department"), an agent/instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Tribe").

This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire upon the filing of a recorded statement from the Housing Department or Tribe evidencing full payment of the loan referred to herein.

LAND RESTRICTION:

During this Term, the Land Restriction on the Property is as follows:

The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are either (i) members of, or are headed by a member of, the Tribe, or (ii) a surviving non-tribal spouse(s) or child(ren) of such a person who shared in the occupancy of the Property at the time of the death of such member of the Tribe.

All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property. Furthermore, the Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land.

ENFORCEMENT:

The Housing Department and the Tribe have all the rights and remedies necessary to enforce the Land Restriction contained herein. This includes, but is not limited to, enforcing compliance with the Land Restriction, invalidating any conveyance which violates the terms of the Land Restriction, and levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe. Furthermore, the Owner, as well as subsequent owners of the Property, shall also be liable to the Housing Department and the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Use Restriction.



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The Tribe has contributed through a loan the sum of Fifty Thousand and 00/100 Dollars (\$ 50,000.00) to the Owner or Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction during the Term.

NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE:

The Owner, and any subsequent owner of the Property, is obligated to notify the Housing Department in writing, delivery of which shall be evidenced with a written receipt, at 5811 Jack Springs Road, Atmore, AL 36502, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than thirty (30) days prior to the Owner binding itself to such action(s). The Notice is for information purposes only. Any Housing Department or Tribe inactions or actions taken pursuant to such a Notice do not constitute the Housing Department's or the Tribe's approval of any particular use and are not a waiver by the Housing Department or the Tribe of any rights it has to enforce compliance with this Land Restriction.

After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Housing Department or Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction.

AMENDMENT:

Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Housing Department or Tribe and be recorded in the same manner as this Land Use Restriction. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Use Restriction.

SEVERABILITY:

If any provision of this Land Use Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

HOMESTEAD WAIVER:

This Land Use Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. The Owner of the Property waives his homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Use Restriction.



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IN WITNESS WHEREOF the Owner(s) has hereunto set his hand and seal on this the 07 day of February, 2025.

HOME/PROPERTY OWNER(S):

Printed Name:

Leeann Wheeler

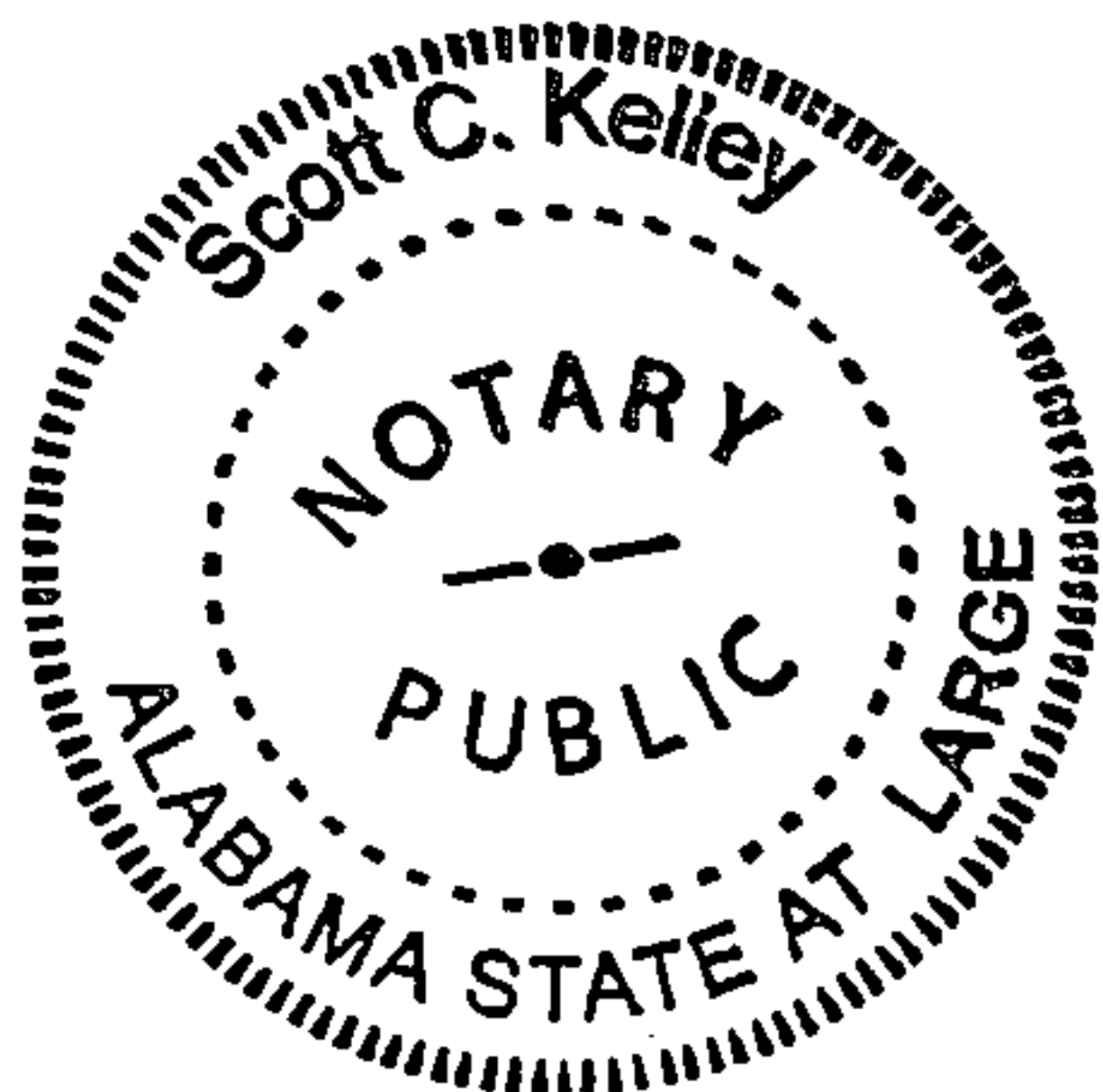
Printed Name:

Steven T. Wheeler

STATE OF Alabama
Shelby COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Leeann Wheeler and Steven Wheeler, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 07 day of February, 2025.


NOTARY PUBLIC

My commission expires: 11/28/2027

Prepared by: Poarch Band of Creek Indians
2811 Jack Springs Rd
Atmore, AL 36502



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ORIGINAL
[Signature]

**CORPORATION FORM WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

This instrument was prepared by:
B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124

Send tax notice to:
Steven T. Wheeler and
Leeann Wheeler
2113 Grey Oaks Terrace,
Pelham, AL 35124

**STATE OF ALABAMA
COUNTY OF SHELBY**

Know All Men by These Presents: That in consideration of **Five Hundred Sixty-Nine Thousand Nine Hundred Twenty-Six and 00/100 Dollars (\$569,926.00)**, to the undersigned Grantor, in hand paid by the Grantees herein, the receipt where is acknowledged, **DONOVAN BUILDERS, LLC** (herein referred to as Grantor), grant, bargain, sell and convey unto **STEVEN T. WHEELER and LEEANN WHEELER** (herein referred to as Grantees), the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

Lot 719, according to the Final Plat of Grey Oaks Subdivision, Sector 7, as recorded in Map Book 55, Page 88 A and B, in the Probate Office of Shelby County, Alabama.

Subject to mineral and mining rights if not owned by Grantor. Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any of record.

\$532,572.00 of the purchase price herein above has been paid by a purchase money mortgage loan closed simultaneously herewith.

This instrument is executed as required by the Articles of Organization and Operating Agreement and same have not been modified or amended.

To Have and to Hold to the said Grantee, 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 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 the Grantor does for itself, its successors and assigns, covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns 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, the said Grantor, by **Jerrica Fletcher**, its **Authorized Agent**, who is authorized to execute this conveyance, has hereunto set its signature and seal this 26th day of August, 2024.

DONOVAN BUILDERS, LLC

Jerrica Fletcher
BY: Jerrica Fletcher
ITS: Authorized Agent

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jerrica Fletcher**, whose name as **Authorized Agent** of **Donovan Builders, LLC**, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this date, that being informed of the contents of this conveyance she as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 26th day of August, 2024.