

**SCHEDULE A
ALTA COMMITMENT**

File No. **19-0578**

1. Commitment Date: June 25, 2019 @ 8:00 A.M.
2. Policy to be issued:
 - (a) ALTA® Owner's Policy
Proposed Insured:
Proposed Policy Amount: \$TBD
 - (b) ALTA® Loan Policy
Proposed Insured: **TBD**
Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Jeffrey Zelickson and Kelley Zelickson
5. The Land is described as follows:

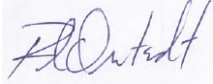
All that certain lot or parcel of land situated in **Madison County, State of Alabama**, and being more particularly described as follows:

All that part of the Southwest Quarter of Section 11, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at a point that is due North 2,061.43 feet and due East 50.00 feet from the Southwest corner of said Section 11, said point is further described as being on the East right-of-way margin of Twickenham Road and is the Southwest corner of the tract herein described; Thence from the point of beginning due North 425.00 feet to a point; Thence North 32 degrees 30 minutes East 135.30 feet to a point, said point is further described as being on the intersection of the East right-of-way margin of said Twickenham Road with the South right-of-way margin of Dug Hill Road; Thence South 62 degrees 20 minutes East 296.75 feet to a point, Thence South 18 degrees 52 minutes 30 seconds West 420.65 feet to appoint; Thence South 88 degrees 56 minutes West 200.00 feet to the point of beginning and containing 2.98 acres more or less. Said property is also known as Lot 2, Block 1, of an unrecorded plat of Twickenham Manor.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Countersigned:

RUSSELL S. ORMSTEDT, ATTORNEY AT LAW

By: 

AUTHORIZED OFFICER OR AGENT

SCHEDULE B- I
ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.:
 - a. **Execution and recordation of a Warranty Deed from Jeffrey Zelickson and Kelley Zelickson to FUTURE BUYERS TBD conveying the property described in Schedule A hereof.**
5. Secure and return executed Notice to Borrowers and Waiver/Request for Owner's Title Insurance Protection.
6. Attorney should determine that subject property has access to and fronts on a public thoroughfare. (If subject property does not have access and front on a public thoroughfare, the company should be notified in writing prior to closing.)

**SCHEDULE B-II
ALTA COMMITMENT**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN..

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
3. Covenants, conditions and restrictions, if any, appearing in the public records. This policy insures that the same have not been violated, except that such affirmative assurance does not extend to covenants, conditions, and restrictions relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not referenced in an addendum attached hereto. Further, this policy insures that any future violation of any covenants, conditions and restrictions appearing in the public records, including any relating to environmental protection, will not result in a forfeiture or reversion of title and that there are no provisions therein under which the lien of the insured mortgage can be extinguished, subordinated or impaired.
4. Any easements or servitudes appearing in the public records. This policy insures that none of the improvements encroach upon the easements and that any use of the easements for the purposes granted or reserved will not interfere with or damage the improvements, including lawns, shrubbery and trees.
5. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records. This policy insures that the use of the land for residential one-to-four family dwelling purposes is not, and will not be, affected or impaired by reason of any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records and this policy insures against damage to existing improvements, including lawns, shrubbery and trees, resulting from the future exercise of any right to use the surface of the land for the extraction or development of the minerals or mineral rights so leased, granted, excepted or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.
6. This policy insures against loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that would have been disclosed by an accurate survey. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
7. The following will appear as exceptions on the owner's policy, if any:
 - a. General and special taxes for the current year and subsequent years.
 - b. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
 - c. Any lien, or right to a lien for services, labor, or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.
 - d. Encroachments, overlaps, variation in area or in measurements, boundary line disputes, roadways and matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property.
 - e. Easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records.
 - f. Rights or claims of parties in possession not shown by public records.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B-II
(Continued)

8. General or special taxes and/or assessments required to be paid in the year 2019 and all subsequent years.
Parcel #**18-01-11-0-000-047.000**
9. Taxes for the year 2019 and subsequent years, a lien not yet due and payable until October 1, which will be due in the estimated amount of \$4520.86 with a homestead exemption.
10. This policy does not attempt to insure the exact amount of acreage or square feet contained in the land described in Schedule A.
11. Restrictive covenants as recorded in Instrument No. 436-657 in the Office of the Judge of Probate of Madison County, Alabama.
12. Subject to an Easement as recorded in Book 930 Page 184, in the Office of the Judge of Probate of Madison County, Alabama.

TWICKENHAM MANOR, SECOND ADDITION

RESTRICTIONS

STATE OF ALABAMA)
 :
MADISON COUNTY)

WHEREAS, the undersigned, Estates Investment, Inc., a corporation, is the owner of certain lands located in Madison County, Alabama, and has caused these lands to be surveyed but not platted and

WHEREAS, it is the desire of said owners, before any of the parcels of ground in said area are sold or conveyed for residences to fix and establish restrictions as to the use and enjoyment of these parcels of land located in Twickenham Manor, Second Addition

NOW, THEREFORE, the undersigned, Estates Investment, Inc., a corporation, does by these presents establish and fix protective covenants and restrictions as to the future use of the parcels of land embraced in the following legal description and the undersigned grants to the public and to the future owners of any part of the land embraced in said area, as a part of the enjoyment of the properties that may be acquired in the following area, the right to enforce such restrictions and rights. The covenants, restrictions and rights hereinafter enumerated shall apply to the following properties lying and being in Madison County, Alabama:

All that part of the Southwest Quarter of Section 11, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama.

Particularly described as beginning at a point that is the Southwest corner of said Section 11, thence due North 2,685.11 feet to a point on the South right-of-way margin of Dug Hill Road, thence Southeasterly along the South right-of-way margin of said Dug Hill Road 137.23 feet to a point, thence continuing to follow said South roadway right-of-way margin South 62 degrees 20 minutes East 676.75 feet, South 65 degrees 37 minutes East 232.15 feet, South 76 degrees 09 minutes East 181.25 feet, South 82 degrees 49 minutes East 582.75 feet, South 89 degrees 20 minutes East 229.50 feet and North 84 degrees 28 minutes East 685.30 feet. Thence leaving South right-of-way margin of said Dug Hill Road South 00 degrees 12 minutes West 2,138.77 feet to a point, thence South 89 degrees 31 minutes West 2,596.85 feet to the point of beginning.

Less and excepting therefrom the following described tracts of land:

4.35
25
25

All that part of the Southwest Quarter of Section 11, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama.

Particularly described as beginning at a point that is North 89 degrees, 31 minutes East 50.0 feet and due North 1,836.43 feet from the Southwest corner of said Section 11; thence from a point of beginning continuing due North 225.00 feet to a point; thence North 88 degrees 56 minutes East 466.83 feet to a point; thence South 10 degrees 33 minutes East 226.25 feet to a point; thence South 88 degrees 44 minutes West 509.29 feet to the point of beginning and containing 2.47 acres, more or less.

Also, all that part of the Southwest Quarter of Section 11, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama.

Particularly described as beginning at a point that is North 89 degrees, 31 minutes East 50.0 feet and due North 1,470.70 feet from the Southwest corner of said Section 11; thence from a point of beginning continuing due North 365.73 feet to a point; thence North 88 degrees 44 minutes East 508.29 feet to a point; thence South 29 degrees 30 minutes East 390.00 feet to a point; thence South 87 degrees, 00 minutes West 700.56 feet to a point of beginning and containing 4.63 acres, more or less.

The above described property with the exceptions therefrom containing 124 acres, more or less.

1. The lots or parcels shall be used primarily for residential purposes.
2. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently without the approval of the Architectural Control Committee herein after named.
3. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any parcel, nor shall oil wells, tunnels, mineral excavations or other shafts be permitted upon or in any parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
4. Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot without the approval of the Architectural Control Committee. Dogs, cats or other household pets may be kept.
5. No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

...shall be carried on
...shall anything be done thereon which may be or
may become an annoyance or nuisance to the neighborhood.

7. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height with a private garage for not more than four (4) cars, and other buildings incidental to the residential use of the lot, without the approval of the Architectural Control Committee.

X
8. No dwelling shall be erected or placed on any lot at a cost less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings constructed on any of the parcels shall be of a quality of workmanship and materials substantially the same or better than that which could be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garage, shall not be less than 3,000 square feet, without the approval of the Architectural Control Committee.

9. No building shall be permitted to be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any parcel without the approval of the Architectural Control Committee.

10. The Architectural Control Committee is composed of William A. Conner, II, Herbert P. Walker and Edward R. Ragland. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of this committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

11. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

INDEXED

RECEIVED

13. No trees shall be cut or removed from said lots without first obtaining the approval of the Architectural Control Committee hereinabove named.

14. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Estates Investment, Inc., a corporation, has caused these presents to be executed by Herbert P. Walker, as its President, and attested by William A. Conner, II, as its Secretary-Treasurer, on this 21st day of July, 1970.

Attest:

ESTATES INVESTMENT, INC., a corporation

William A. Conner, II
Its Secretary-Treasurer

By *Herbert P. Walker, Sr.* (SEAL)
Its President

STATE OF ALABAMA)
)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Herbert P. Walker and William A. Conner, II, whose names are signed to the foregoing instrument as President and Secretary-Treasurer, respectively, of Estates Investment, Inc., a corporation, and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they as such officers, and with full authority, executed the same for and as the act of said corporation.

Given under my hand this 21st day of July, 1970.

William T. Hallway Jr
Notary Public

The undersigned, The First National Bank of Huntsville, Alabama, a national banking corporation, having a lien on the property described herein, signifies its approval of the above restrictions on said property by joining in the execution of these restrictions on this the 21st day of July, 1970.

THE FIRST NATIONAL BANK OF HUNTSVILLE
ALABAMA

By *Margaret Hubbard*
Its *Asst. Vice President*

JUDGE OF PROBATE
RECORDED & INDEXED
MIG. TAX
FO. ON THIS INSTRUMENT
DEED TAX HAS BEEN PAID

1970 JUL 22 AM 11:33

STATE OF ALABAMA MADISON COUNTY PROBATE OFFICE

Notary Public hereby certify that the foregoing instrument was filed for record in this office on *July 21, 1970* at *11:33* o'clock *A.M.* and duly recorded
Deed Tax *0* Mortgage Tax *0* ASHFORD TODD, Judge of Probate

02032
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STATE OF ALABAMA:
COUNTY OF MADISON:

51876

BOOK PAGE
0930 0184

For and in consideration of the sum of one dollar (\$1.00) to the undersigned paid by the City of Huntsville, Alabama, receipt of which is hereby acknowledged. The undersigned do hereby grant and convey to the said City of Huntsville, Alabama, its successors and assigns a Fifteen-foot (15') wide utility easement for the construction, operation and maintenance of electric utilities (including wires, pole, guys, cables, conduits and appurtenant equipment) to be installed, with the right to reconstruct, improve, add to, change the size of or remove such facilities or any part of them; to permit the attachment of conduits, wires or cables of any other authorized company or person; also to cut, trim and keep clear all trees within Ten feet (10') of said line, or other obstructions that might endanger or interfere with said facilities on, over, upon, under or across my property described as follows:

A portion of Section 11, Township 4, Range 1E, lying and being in Madison County, Alabama, and being recorded in the Office of Probate Records, Madison County, Alabama, Deed Book 693, Pages 56.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from the said electrical power lines and cables.

TO HAVE AND TO HOLD the same to the said City of Huntsville, Alabama, its successors, and assigns, forever.

IN WITNESS WHEREOF, Robert E. Tarr and wife Diane C. Tarr, has hereunto set their hand(s) and seal this the 3rd day of November, 1997.

Robert E. Tarr (Seal)

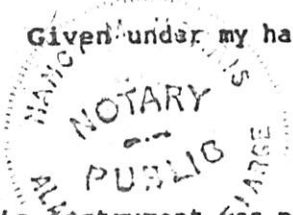
Diane C. Tarr (Seal)
(WIFE)

2.50
1.50
.25
3.00
7.25

STATE OF Alabama
COUNTY OF Madison

I, [Signature], a Notary Public in and for said County in said State, do hereby certify that Robert E. Tarr and Diane C. Tarr whose name(s) ARE signed to the foregoing instrument and who ARE known to me, acknowledged before me on this day that being informed of the contents of the instrument, HAVE executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 3 day of Nov, 1997.



[Signature]
Notary Public

This instrument was prepared by:
Tommy Gibb - Huntsville Utilities
P.O. Box 2048, Hsv, AL 35804

RECORDED & MFG TAX PAID ON THIS INSTRUMENT
98 SEP 30 AM 11:03
My Commission Expires: 6-27-98
STATE OF ALA. MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON