

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF LOWNDES

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of Ten and No/100 Dollars and other good and valuable considerations to the undersigned Grantors in hand paid by Grantee herein, the receipt whereof is hereby acknowledged, **Cassandra T. Champion, a widow, by and through Carol C. Lambert, her duly appointed Attorney-in-Fact, as evidenced by that certain Power of Attorney dated March 16, 2010, and recorded in the Probate Office of Lowndes County, Alabama in Misc. Book 2020, at pages 369-370, herein referred to as Grantors** does grant and convey unto **Ryan Thomas O'Meara and Elizabeth Katherine O'Meara, husband and wife, herein referred to as Grantees,** for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Lowndes County, Alabama, to-wit:

Commencing at the SW corner, SE ¼, SW ¼, Section 36, T15N, R15E, Lowndes County, Alabama, thence North 11 degrees 32 minutes 27 seconds East 4116.08 feet to an iron pin on the South Right of Way of Windhaven Road (Paved), thence along Right of Way South 89 degrees 29 minutes 36 seconds East 643.13 feet to an iron pin, thence leaving right of way South 06 degrees 08 minutes 51 seconds West 593.15 feet to an iron pin, thence South 06 degrees 08 minutes 51 seconds West 94.48 feet to an iron pin, thence South 23 degrees 33 minutes 34 seconds West 77.25 feet to a point, thence South 23 degrees 34 minutes 39 seconds West 154.32 feet to a point, thence North 31 degrees 29 minutes 50 seconds West 382.64 feet to an iron pin, thence North 25 degrees 42 minutes 17 seconds West 638.54 feet to the Point of Beginning, lying in the South ½, South ½, Section 36, T15N, R15E, Lowndes County, Alabama; containing 7.45 acres, more or less.

The following Restrictive Covenants are to run with the land and shall be binding upon all parties and persons claiming them for a period of 25 years from the date hereof. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenants, either to restrain or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes, one single family dwelling, not to exceed two stories in height.

2. No residence shall be erected upon or allowed to occupy the property unless the total square footage of that portion under one common roof, heated and/or cooled, is at least 2500 square feet, for the purpose of this paragraph, one half of the square footage of an attached and enclosed garage, can be counted up to 200 square feet for the dwelling. A carport under a roof that is attached to a dwelling shall not be considered as a garage for this purpose. For one and half story or two story houses, the ground floor shall be not less than 1500 square feet of heated living area.

3. No mobile homes, doublewide, or modular homes are allowed.

4. Architectural Review Board: The architectural review board shall be selected by Lowndes

Land, Inc. It is intended that the style of all buildings shall be generally in harmony with that of the houses in the vicinity. Preliminary plans and specifications for the dwelling and other buildings must be submitted for approval to the ARB. Construction shall not begin prior to approval. All ponds and lakes must also be approved by the ARB.

5. All construction, once begun, must be pursued to completion within twelve months.
6. The property cannot be subdivided or encumbered in any way less than the full amount.
7. No easement or right of way for ingress and egress from the property to any contiguous property shall be granted by the owner.
8. No billboard or other advertising device shall be erected or permitted on the property nor shall anything be done or permitted on the property that will deface or mar the natural scenery thereof. This is not intended to prohibit owner identification signs, for sale signs, or signs posted during construction of the residence.
9. No obnoxious, offensive or illegal activities shall be carried on upon the property. Nor shall anything be done which may become any annoyance or nuisance to the neighborhood.
10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that horses, show calves and domestic pets may be kept provided that they are not maintained for commercial purposes and do not become a nuisance to the neighborhood. A lot of 5 acres or more is required for horses and show calves and must be kept a minimum distance of 300 feet from any home site. No chicken houses, feeder operations or other commercial venture shall be conducted in or on any part of the property.
11. In the construction of a driveway on the up-slope of the road, a concrete or metal pipe shall be installed to provide for the drainage of surface water along the side of the road, minimum size - 12 inches.
12. Until public sewer becomes available, sewage from the property shall be disposed of by an on site sewage disposal system of the type which meets all local and state requirements. No part of any system shall be nearer than 25 feet to the property line.
13. No separate garage or outbuilding of any kind, except garden or ornamental landscape structures shall be erected nearer the street than the main dwelling. A barn and gazebo may be constructed prior to the main residence being constructed; however, construction on the main residence must begin within twelve months of completion of said barn and gazebo. Any garage, outbuilding, gazebo or barn shall be of a permanent nature and shall conform to the general architecture of the main residence.
14. No antennas or satellite dish shall be installed within 60 feet of the roadway or within 25 feet to any side line.
15. All fencing must be approved by the ARB.
16. Except in emergency situations, no maintenance or repairs shall be performed on any vehicle unless done so in a garage or carport.
17. No metal or bulk materials, trash or refuse shall be left to accumulate on the property.