

WARRANTY DEED

#111,000

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I, JOHN W. OWENS, a married man (herein referred to as grantor,), grant, bargain, sell and convey unto TONYA R. HARRELSON, a married woman (herein referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land situated in East One-half of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follow:

Commence at the Southeast corner of the East One-half of the Southwest Quarter of Section 5, Township 21, South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 00 deg. 00'00" West along the east line of said East One-half for a distance of 813.30 feet to the POINT OF BEGINNING; thence leaving said east line run South 66 deg. 26'57" West for a distance of 356.65 feet; thence run South 76 deg. 39'50" West for a distance of 290.40 feet; thence run North 87 deg. 09'51" West for a distance of 254.06 feet more or less to the centerline of Oakwoods Drive (a prescriptive right of way); thence run North 02 deg. 04'53" East along said centerline for a distance of 152.20 feet; thence run North 05 deg 53'31" East along said centerline for a distance of 598.68 feet; thence run North 17 deg. 07' 23" East along said centerline for a distance of 99.76 feet; thence run North 35 deg. 02'14" East along said centerline for a distance of 25.97 feet; thence leaving said centerline run South 81 deg. 23'37" East for a distance of 760.56 feet more or less to the afore mentioned east line of said East One-half; thence run South 00 deg. 00'00" East along said east line for a distance of 553.48 feet to the POINT OF BEGINNING.

Containing 14.37 acres more or less (Subject to the prescriptive right of way for Oakwoods Drive).

Subject to restrictions attached as Exhibit "A".

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I do, for myself and for my heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless

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otherwise stated above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of OCTOBER, 1998.


JOHN W. OWENS (SEAL)

GRANTEE'S ADDRESS

1127 CARIBBEAN CIRCLE
ALABASTER, AL 35007

STATE ALABAMA

COUNTY OF SHELBY

I, LINDA V. GARDNER a Notary Public in and for said County, in said State, hereby certify that JOHN W. OWENS 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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of OCTOBER, 1998.


Notary Public

MY COMMISSION EXPIRES OCT. 25, 1999

THIS INSTRUMENT PREPARED BY:

JOHN W. OWENS
P.O. Box 2687
ANNISTON, AL 36202

EXHIBIT "A"

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, John W. Owens is the owner of all of the lots, blocks and parcels of land constituting Oakwoods Subdivision:

A parcel of land situated in East One-half of the South West Quarter of Section 5, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of the East One-half of the Southwest Quarter of Section 5, Township 21, South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run North 00 deg. 00'00" West along the east line of said East One-half for a distance of 813.30 feet to the POINT OF BEGINNING; thence leaving said east line run South 66 deg. 26'57" West for a distance of 356.65 feet; thence run South 76 deg. 39'50" West for a distance of 290.40 feet; thence run North 87 deg. 09'51" West for a distance of 254.06 feet more or less to the centerline of Oakwoods Drive (a prescriptive right of way); thence run North 02 deg. 04'53" East along said centerline for a distance of 152.20 feet; thence run North 05 deg. 53'31" East along said centerline for a distance of 598.68 feet; thence run North 17 deg. 07'23" East along said centerline for a distance of 99.76 feet; thence run North 35 deg. 02'14" East along said centerline for a distance of 25.97 feet; thence leaving said centerline run South 81 deg. 23'37" East for a distance of 760.56 feet more or less to the aforementioned east line of said East One-half; thence run South 00 deg. 00'00" East along said east line for a distance of 553.48 feet to the POINT OF BEGINNING

Containing 14.37 acres more or less (Subject to the prescriptive right of way for Oakwoods Drive)

WHEREAS, said owner desires to impose and create certain restrictions and conditions with respect to the use of said lots and the type of structures that may be erected thereon, which shall be covenants that run with the land and shall inure to the benefit of the purchasers and future owners of said lots;

NOW, THEREFORE, the said John W. Owens does hereby establish and create the following conditions and restrictions which shall apply to all of said lots in said subdivision, and does hereby covenant with any and all persons who purchase said lots or become the owners of same, that they will sell said lots only subject to such restrictions and conditions, which are as follows, to-wit:

1. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot 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 and location

2. DWELLING COST, QUALITY AND SIZE. The heated floor area of the main structure shall be not less than 1,500 square feet

3. BUILDING LOCATION. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 35 feet to any side street line. No building

shall be located nearer than 20 feet to an interior lot line, except that a 10-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 45,000 square feet.

5. **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently. Except, a mobile home for maximum of 2 years while constructing a residence.

7. **SIGNS.** No sign of any kind shall be erected without the expressed consent of the ARCHITECTURAL CONTROL COMMITTEE, except one sign of no more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

8. **OIL AND MINING OPERATIONS.** No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. **ANIMALS.** Horses and cows will be limited to 1 per acre. No commercial poultry houses or swine pens will be allowed. Dogs, cats and other household pets kept as "outside pets" will be limited to 1 per species per acre. No animals shall be kept so as to impose an undue nuisance upon the other neighbors at Oakwoods.

10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clear and sanitary condition.

11. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both State and local public health authorities.

12. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting wall, which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP.** The Architectural Control Committee is composed of John W. Owens and Tim Sullivan. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of

the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after the sale of all parcels at Oakwoods, the then recorded 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.

2. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 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 relative covenants shall be deemed to have been fully complied with.


(d) **GENERAL PROVISIONS**

1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under their for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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

2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either restrain or to recover damages.

3. **SEVERABILITY.** Invalidity of any one of these covenants by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have affixed our Hands and Seals on this the 15 day of October, 1998.

 (SEAL)
John W. Owens

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John W. Owens 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 same voluntarily on the day it bears date

Given under my hand and seal on October 15, 1998


Notary Public

MY COMMISSION EXPIRES OCT. 26, 1998
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