

PROTECTIVE COVENANTS

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

KNOW ALL MEN BY THESE PRESENTS: That
WHEREAS, the undersigned, being the owner of Lots #1 - 32 of Mountain Springs Estates, as recorded in Map Book D, Page 163, do hereby adopt and declare the Protective Restrictions:

- A: No more than two single family dwellings shall be erected, placed or permitted to remain on any tract.
- B. Mobile homes are permitted to be used as residences as long as such mobile homes are not over ten (10) years old when placed on said lot, and all mobile homes must be underpinned within sixty (60) days of placement on property. Underpinning material should be metal or fiberglass painted to complement the mobile home. Any addition to mobile home must complement the existing structure and be painted or covered with siding.
- C. The heated finished floor area of any house shall not be less than 1000 square feet, exclusive of open porches, breezeways, carports or terraces. A mobile home shall not be less than 12' x 60'.
- D. All driveway pipes must be at least 15 inches in diameter or approved by County Engineer.
- E. No camper, tent, shack, garage, barn or other outbuilding erected in the tract shall, at any time, be used as a residence temporarily or permanently.
- ~~F. No dwelling shall be used for rental purposes.~~
- G. Property cannot be subdivided making any one tract less than 3 acres.
- H. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except horses, dogs, cats or other household pets which may be kept provided that they are not bred or maintained for any commercial purpose.
- I. Junk yards, garbage piles, junk cars or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulated on the property.
- J. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- K. No timber shall be cut and marketed at anytime during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.
- L. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, assigns, and assigns. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained therein. Any change in these covenants shall require written consent of seventy five percent (75%) of the owners of the property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this the 6th day of February, 1992.

Lyman A. Lovejoy
LYMAN A. LOVEJOY, GENERAL PARTNER
SUNRISE PROPERTIES, AN ALABAMA
GENERAL PARTNERSHIP

STATE OF ALABAMA

RECORDED IN ABOVE
DEED VOLUME & PAGE
FILED PELL CITY, AL
FEB 10 AM 1992
SUNRISE PROPERTIES

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