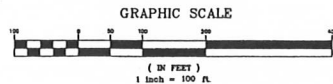


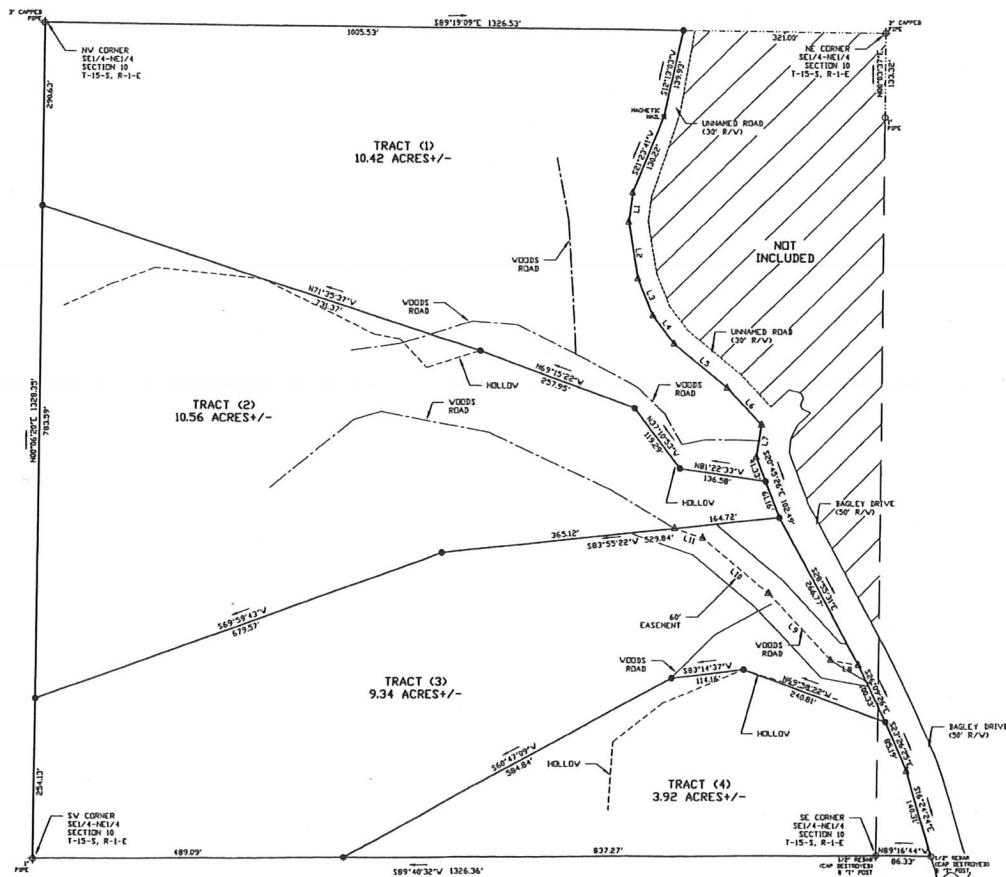
SURVEYOR'S NOTES:

- (1) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- (2) SINCE THE DATE OF THIS SURVEY, CONDITIONS BEYOND THE KNOWLEDGE OR CONTROL OF LARRY WALKER LAND SURVEYING, INC. MAY HAVE ALTERED THE VALIDITY AND CIRCUMSTANCES SHOWN OR NOTED HEREON.
- (3) DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- (4) SURVEY IS VALID ONLY IF PRINT HAS THE ORIGINAL SEAL AND SIGNATURE (IN RED INK) OF THE SURVEYOR PRESENT.
- (5) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
- (6) ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.
- (7) THE PROPERTY LINES SHOWN ON THE SURVEY PLAT ARE BASED UPON OLD ESTABLISHED CORNERS AND AGREED CORNERS BETWEEN ADJOINING LAND OWNERS AND MAY OR MAY NOT BE THE LINES OF THE ALIQUOT PARTS OF THE SECTION AND CARRY NO WARRANTY THAT THEY ARE THE LINES OF THE ALIQUOT PARTS OF THE SECTION.
- (8) DATE FIELD SURVEY COMPLETED (01/13/20)
- (9) DATE DRAWING COMPLETED (02/05/20)
- (10) () RECORDED BEARINGS, ANGLES OR DISTANCES.
- (11) PDB POINT OF BEGINNING
- (12) POC POINT OF COMMENCEMENT
- (13) TYPE OF SURVEY: PROPERTY BOUNDARY SURVEY
- I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

LINE	LENGTH	BEARING
L1	47.84'	S04°47'17"V
L2	91.37'	S09°32'30"E
L3	63.45'	S22°10'05"E
L4	55.76'	S37°11'45"E
L5	110.25'	S50°17'48"E
L6	79.75'	S42°47'49"E
L7	51.49'	S08°16'57"V
L8	45.87'	N00°03'00"V
L9	144.74'	N43°13'11"V
L10	136.08'	N49°54'59"V
L11	46.88'	N71°18'39"V



GRID NORTH & BEARINGS SHOWN ARE IN REFERENCE TO NAD83 ALABAMA EAST ZONE STATE PLANE COORDINATES ESTABLISHED BY STATIC GPS, RTK, GPS AND CONVENTIONAL SURVEYING METHODS.



LEGEND

- ⊙ TREE
- X NAIL
- ▲ CALCULATED POINT, NO PIN SET OR FOUND
- CONCRETE MONUMENT
- ⊕ CONCRETE MONUMENT WITH DISC
- EXISTING IRON PIN
- ✱ FORTY CORNER
- X RAILROAD SPIKE
- CAPPED 1/2" REBAR (LS&T118)
- CAPPED 1/2" REBAR (CA-487LS)
- RAILROAD TRACKS
- LINE NOT TO SCALE
- X-X FENCE LINE
- CENTER LINE
- POWER POLE
- OVERHEAD ELECTRIC LINE

REVISIONS

NO.	DATE	DESCRIPTION

LOVEJOY REALTY
ST. CLAIR COUNTY, ALABAMA

JOB INFORMATION

DRAWN BY: ADW
CHECKED BY: LWW
FIELD NOTES: 202001 PG. 24
SURVEY CREW: CJA, CBL, SP
SURVEY # : 152-008
S.T.R. : 10-15-1

LARRY WALKER
LAND SURVEYING, INC.

P.O. BOX 2726
5430 OLD HIGHWAY #278E
HOKES BLUFF, AL 35903
PHONE: (256)492-7940
FAX: (256)492-8417
EMAIL: LARRY.LWLS@GMAIL.COM

DEED RESTRICTIONS

- A. All tracts shall be used for residential purposes only. No business or commercial building may be erected on any tract, and no business or commercial activity may be conducted on any lot without developer's approval. Home offices are allowed, but there shall be no signs or trucks/equipment stored on premises without approval. Any detached buildings shall complement home and no outside storage.
- B. Only one single-family site built home is permitted per 3 acre tract. Tracts 6 acres or more can be divided but each home site shall be divided so each tract has 3 acres. All homes must be of conventional type construction with stone, brick, vinyl, or hardy siding. All dwellings shall have brick, rock or stone foundation unless otherwise approved by developer. There shall be no concrete type blocks exposed to public view after completion of construction. No HVAC equipment shall be located in the front of any dwelling. Property may not be subdivided or reduced in size less than 3 acres except by original developers. There shall be no metal barn houses without special permission of the developer or his designated representative to review any plans or exceptions.
- C. There shall be no mobile, modular or manufactured homes placed on this property. All motor homes/travel trailers, boats, trailers, ATVs, etc. shall be kept behind the back rear building line out of the view from the street; and none of the following may be used as a temporary or permanent residence: tents, sheds, shacks, campers, travel trailers, motor homes, buses, barns, garages or any other type temporary structures. No junk or inoperative vehicle of any kind shall be permitted on any lot, and no automotive repairs shall be conducted on any lot except for temporary repairs effected by an authorized outside mechanic.
- D. All 1 level homes must have a minimum of 1400 sq ft of heated and cooled living area (excluding any basements – finished or unfinished, porches, decks or garages). Any multi-level homes must have a minimum of 1300 square feet on the main level and a minimum of 1650 square feet in the entire dwelling, with the same above-mentioned exclusions. Homes may be subject to inspection for violation of size and use.
- E. No structure shall be located on any tract nearer than 35 feet from the front property line and 15 feet on either side line.
- F. When construction begins on any structure, it must be completed within 10 months.
- G. All driveways to be chert, gravel, concrete, or asphalt. All driveways shall have a metal or plastic pipe unless approved by developer or his designated representative.
- H. Any outbuildings (garages, barns, etc.) shall complement the home and be placed to the rear of the residence. Any outbuildings shall not be considered an eyesore to the community. All outbuildings shall be kept free and clear of all exterior debris and shall have an enclosed foundation where visible from the street or neighboring lot.
- I. No person shall reside on any lot within the subdivision who shall have been convicted of a criminal sex offense as that term is defined in Section 15-2-21(4), *Code of Alabama*, 1975, and as may be amended.
- J. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract except dogs, cats, or other household pets provided they are not bred or maintained for any commercial purposes. Any dog pen areas, etc. shall be contained behind the rear building line and shall not become an eyesore or nuisance. No dog kennels are allowed unless for 2-3 dogs for personal use and none for business purposes.
- K. No sign of any kind shall be displayed to the public view on any lot except that one identification sign not over 18 inches by 24 inches advertising the property for sale. One sign shall be permitted of not more than 12 square feet advertising the property by builders or realtors to advertise the property during the construction and sales period. No other signs shall be allowed, except a subdivision sales sign by Lovejoy Realty. Any other sales signs by builders or realtors shall not be allowed except the one sign (resale) on each lot as earlier described or otherwise approved by the Architectural Committee. All sales signs shall be removed by the developer once subdivision is complete and all homes have been sold, except for resale by owners on an individual basis.
- L. During lot preparation and construction process, all measures deemed necessary shall be used to prevent mud, storm water or any construction material, etc. from being discharged on any other street or ditch. When construction is complete, a sufficient ground cover must be maintained to eliminate excessive water shed on to street or other tracts. THEREFORE the developers require that all builders and property owners comply with State Regulations (ADEM) during any type of construction to prevent erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. If builder/owner does not comply, developers can and will bring the lot up to necessary ADEM requirements and transfer these costs to the builder and property owners as an assessment of cost plus 20%. Builders and property owners must adhere to the following:
1. Maintain at least 50' of gravel at construction entrance;
 2. Install silt fencing in downhill grade areas near roads;
 3. Vegetate lot when construction/clearing/etc. is complete to prevent erosion.
 4. Comply with building practices and ADEM Regulations: refuse containers, no burning garbage/debris, etc.
- M. The developers reserve the right to amend, alter, or modify the provisions of these restrictions with regard to any tract or tracts in the event that the developers, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner.
- N. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. Any change or alteration of the covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same. Developer reserves the right at anytime to change, alter, or amend the covenants as the developer without the consent of the majority of the owners. Developer reserves the right to make variances and exemptions where necessary.
- O. If a Homeowners Association is formed within the development, each homeowner shall be a member and shall be responsible for any and all Assessments for road maintenance, entrance, or other use along the roadway. Ownership and acceptance of deed for property is acceptance and adherence to an association with dues if formed. These restrictions are enforceable regardless if an association is formed or not by the developer.
- P. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. No property owner, including developer, has any obligation to enforce any of the covenants and restrictions, but all property owners have the right to enforce said restrictions and reservations through proceedings in law. The developers and/or Homeowners Association has full authority to enforce said restrictions by bringing into compliance and transferring costs to owner at cost plus 20%.
- Q. No noxious or offensive activities shall be carried on at any time. This includes unsightly trash and debris, parties, noise, excessive traffic, or activities that would be bothersome, an eyesore, or an annoyance to others on an ongoing basis, etc. There shall be no 4-wheelers, motorcycles, go carts, etc. ridden on vacant lots, streets, or other unimproved property in the area. Owner can ride on their own property that they own except instances where it becomes offensive such as building a dirt track/course, building a shooting range, or other activities which create noise

and visitors.

R. Invalidation of any one of these judgments by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

S. 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 equipment designed for the storage or disposal of such material shall be kept in a clean and sanitary condition.

T. Oil and Mining Operations/Cell Towers: 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No cell towers allowed on any tract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 2020.

3M Residuary, LLC

STATE OF ALABAMA
ST. CLAIR COUNTY

Sworn to and subscribed to before me this _____ day of _____, 2020.

NOTARY PUBLIC