

STATE OF ALABAMA
COUNTY OF ST. CLAIR

N9604111 N DEED
09/18/1998 10:52A
Wallace Wyatt Jr., Judge of Probate

PROTECTIVE COVENANTS

WHEREAS, Southern Properties, an Alabama General Partnership, is the owner of the following described property:

16-01-02-0-000-002.000
Tract 1: A part of the NE 1/4 of the NE 1/4 of Section 2, Township 15 South, Range 2 East, St. Clair County, Alabama, more particularly described as follows: From the Northwest corner of said NE 1/4 of NE 1/4, thence S 89°01'27" E, 837.08 feet to an iron found; thence S 2°00'48" W, 559.48 feet to an iron found and the point of beginning; thence continue S 2°00'48" W, 200.53 feet to an iron set on the north right of way of State Highway No. 23; thence S 76°20'30" E, 211.14 feet along said right of way to a 2" iron found; thence leaving said road run N 2°09'40" E, 210.06 feet to an iron found; thence N 78°55'10" W, 209.96 feet to the point of beginning. Containing 0.98 acre, more or less.

Tract 2: A part of the East 1/2 of the NE 1/4 and a part of the NE 1/4 of the SE 1/4 of Section 2; and also a part of the West 1/2 of the NW 1/4 and a part of the West 1/2 of the SW 1/4 of Section 1, all being in Township 15 South, Range 2 East, St. Clair County, Alabama, more particularly described as follows: Begin at the intersection of the south right of way of State Highway No. 23 with the West right of way of St. Clair Road (also known as prison road), thence along the South right of way of State Highway No. 23 the following courses: N 85°08'24" W, 300.86 feet; S 4°53'06" W, 10.0 feet; N 85°08'24" W, 399.55 feet; N 4°53'06" E, 10.0 feet; N 85°06'54" W, 387.39 feet along the arc of a curve concave northerly, having a chord bearing of N 80°54'50" W and a chord distance of 297.03 feet with a radius of 1941.7 and an arc length of 297.32 feet; N 76°20'30" W, 886.27 feet; thence leaving said right of way run along center of abandoned road the following courses: S 4°13'24" W, 324.14 feet; S 6°19'20" W, 483.56 feet; S 4°14'05" W, 1139.74 feet; S 1°11'30" E, 77.71 feet; S 27°47'50" E, 238.32 feet; S 27°18'56" E, 336.57 feet; S 43°20'55" E, 81.58 feet; S 63°17'04" E, 65.21 feet; S 84°39'10" E, 64.62 feet; N 85°36'30" E, 773.70 feet; S 76°20'10" E, 61.37 feet; S 54°45'10" E, 72.11 feet; S 26°27'40" E, 2177.15 feet to the West right of way of St. Clair Road (also known as prison road); thence N 1°15'24" E, 4221.19 feet along said right of way to the point of beginning. Containing 148.15 acres, more or less.

According to survey by Terry L. Gilliland, A.L. Reg. No. 13408, dated July 30, 1998.

NOW THEREFORE, Southern Properties, an Alabama General Partnership, does hereby adopt and declare that the above described property is subject to the following protective restrictions:

- A. No more than two (2) single family dwellings shall be erected, placed or permitted to remain on any four (4) acre tract.
- B. Mobile homes are permitted to be used as residences as long as such mobile homes are not over three (3) years old when placed on said lot and have a minimum of 1,000 square feet of living area, 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. No structure shall be located on any lot nearer than 35 feet to the front lot line, 35 feet to any side street, 10 feet to any interior lot line on one side, and 50 feet from another dwelling.
- D. All driveway pipes must be approved by County Engineer.
- E. No tent, shack, garage, barn, bus or other outbuilding erected on the tract shall, at any time, be used as a residence temporarily or permanently.

F. Property cannot be subdivided making any one tract less than four (4) acres in size. If a parcel should be sold off, it will be subject to the existing protective covenants.

G. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except horses, dogs, cats, cattle or other household pets which may be kept provided that they are not bred or maintained for any commercial purpose.

H. 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 accumulate on the property.

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

J. No timber shall be cut and marketed at any time during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.

K. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors 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 (75%) percent of the owners of the property.

L. 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 violation or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.

M. The record owner of seventy-five (75%) percent of the tracts, their heirs, administrators, executors, successors and assigns, reserve the right to modify, release, amend or void or transfer any one or more of the herein set forth restrictions on the tracts located on the property described above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 14th day of September, 1998.


SOUTHERN PROPERTIES,
an Alabama General Partnership

Lyman Lovejoy
LYMAN LOVEJOY, Partner

Paul Kell
PAUL KELL, Partner

STATE OF ALABAMA

COUNTY OF ST. CLAIR

St. Clair County, AL
Wallace Wyatt Jr., Judge of Probate
Date 09/18/1998
Deed Tax = \$0.00
Mortgage Tax = \$0.00
Recording = \$11.50
By: Deputy Clerk 

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lyman Lovejoy and Paul Kell whose names as Partners of Southern Properties, an Alabama General Partnership, are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 14 day of September, 1998.

William Wallbridge
NOTARY PUBLIC
Commission Expires: 9-21-2000



M980411 N DEED 10-52A
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