

STATE OF ALABAMA )  
ST. CLAIR COUNTY )

RECORDED IN ALIVE  
DEED VOLUME & PAGE  
FILED IN 11

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, being the owners of lots #1 - #4 located in the SW 1/4 of NW 1/4 of Sec. 5, T14S, R5E; lots #5 - #8 located in the NE 1/4 of NW 1/4 of Sec. 5, T14S, R5E; lots #9 - #14 located in the SW 1/4 of SW 1/4 of Sec. 34, T13S, R5E, and lots #15 - #18 located in the NE 1/4 of the NE 1/4 of Sec. 4, T14S, R5E, 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. 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.
- E. All driveway pipes must be at least 15 inches in diameter or approved by County Engineer.
- F. No trailer, tent, shack, garage, barn or other outbuilding erected in the tract shall, at any time, be used as a residence temporarily or permanently.
- G. No dwelling shall be used for rental purposes.
- H. 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.
- I. 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.
- J. 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 be accumulated on the property.
- K. 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.
- L. 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.
- M. 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 sixty percent (60%) of the owners of the property.
- N. 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.

- O. The record owner of seventy-five percent (75%) of the lots, their successors or assigns, reserve the right to modify, release, amend or void all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on lots in the said subdivision.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7<sup>th</sup> day of May, 1990.

Lysan A. Lovejoy  
LYSAN A. LOVEJOY  
Paul D. Kell  
PAUL D. KELL

STATE OF ALABAMA  
ST. CLAIR COUNTY

Sworn to and subscribed to before me  
this the 7<sup>th</sup> day of May, 1990.

Joyce N. Logan  
NOTARY PUBLIC

My Commission Expires May 15, 1991

90 MAY 8 PM 2 39  
JUDGE CL. LOGGATE

RECORDED & INDEXED  
FILED IN VOLUME 2, PAGE 11

9184 9350

ST. CLAIR COUNTY

MTG. TAX	\$	_____
DEED TAX		_____
RECORDING FEE		<u>5.00</u>
INDEXING FEE		<u>2.00</u>
CERT. FEE		<u>1.00</u>
TOTAL	\$	<u>8.00</u>

01951

AMENDMENT TO  
PEREMETER PROPERTIES  
PROTECTIVE COVENANTS

STATE OF ALABAMA )  
ST. CLAIR COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, being the owners of lots #1-#4 located in the SW 1/4 of NW 1/4 of Sec. 5, T14S, R5E, lots #5-#8 located in the NE 1/4 of NW 1/4 of Sec. 5, T14S, R5E, lots #9-#14 located in the SW 1/4 of SW 1/4 of Sec. 34, T13S, R5E, and lots #15-#18 located in the NE 1/4 of the NE 1/4 of Sec. 4, T14S, R5E, do hereby adopt and declare the Protective Restrictions:

WHEREAS, these restrictions are to amend the restrictions recorded on May 8, 1990 in Book 184, Pages 349 and 350.

WHEREAS, the name Peremeter Properties has been changed to Southern Properties.

- A. No more than two 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 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. 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; 50 feet from another dwelling.
- D. All driveway pipes must be at least 15 inches in diameter or 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 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 anytime during the life of the mortgage or Lease Sale Contract without the consent of the mortgage or Lease Sale Contract holder.

RECORDED IN ALABAMA  
BOOK 184, PAGE 350  
FILED IN ST. CLAIR COUNTY  
JAN 16 1991  
90 JAN 16 PM 1 55

3185 1102



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 percent (75%) 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 percent (75%) of the lots, their successors or assigns, reserve the right to modify, release, amend or void all the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the herein set forth restrictions on lots in the said subdivision.

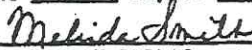
IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 16<sup>th</sup> day of May, 1990.

  
LYMAN A. LOVEJOY

  
PAUL D. KELL

STATE OF ALABAMA  
ST. CLAIR COUNTY

Sworn to and subscribed to before me  
this the 16<sup>th</sup> day of May, 1990.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 1, 1992

ST. CLAIR COUNTY	
MTG. TAX	\$ —
DEED TAX	\$ 5.00
RECORDING FEE	\$ 20.00
INDEXING FEE	\$ 10.00
CERT. FEE	\$ 1.00
TOTAL	\$ 36.00

90 MAY 16 PM 1 55  
WALLACE JR.  
JUDGE OF PROBATE

RECORDED IN ALABAMA  
DEED VOLUME & PAGE  
FILED IN ST. CLAIR

3105 1103

02093

CORRECTIVE  
AMENDMENT TO  
SOUTHERN PROPERTIES PROTECTIVE COVENANTS

90 JUN 5 PM 2 16  
RECORDED IN ALABAMA  
2250 VOLUME 1 PAGE  
1185 1220

STATE OF ALABAMA

ST. CLAIR COUNTY

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Southern Properties is the owner of the land described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the said Southern Properties desires to adopt and declare the Protective Restrictions recorded in Book 185, Pages 102 and 103 in the Office of the Judge of Probate of St. Clair County, Alabama, Ashville Division; and

WHEREAS, Southern Properties desires to amend the above described Protective Covenants as hereinafter set forth.

NOW, THEREFORE, Southern Properties, the owner of all of the land described in Exhibit "A" hereto does hereby adopt and declare the Protective Restrictions recorded in Book 185, Pages 102 and 103 in said Probate Office, and does further amend said Protective Restrictions as follows:

A. No more than two 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 ten (10) years old when placed on said tract, 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 tract nearer than 35 feet to the front tract line; 35 feet to any side street; 10 feet to any interior tract line on one side; 50 feet from another dwelling.

D. All driveway pipes must be at least 15 inches in diameter or 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 tract, except horses, dogs, cats 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 tract 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 mortgagee or Lease Sale Contract holder.

K. These covenants and restrictions shall run with the land and shall be binding upon the undersigned and its 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 percent (75%) 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.

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

IN WITNESS WHEREOF, Southern Properties, an Alabama General Partnership, has caused this instrument to be executed by all of its partners this 5<sup>th</sup> day of June, 1990.

SOUTHERN PROPERTIES, an  
Alabama general partnership

By: Paul Kell  
Paul Kell, Partner

By: Lyman A. Lovejoy  
Lyman Lovejoy, Partner

8105 0221

RECORDED IN 208VE  
MCH VOL 116 & PAGE  
FILE 208VE - AL

\*90 JUN 5 PM 2 16

WALLACE, JR.  
CLERK OF COURSE

STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that PAUL KELL, whose name as a partner of Southern Properties, an Alabama general partnership, 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, as such partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this 5<sup>th</sup> day of June, 1990.

Melinda Smith  
NOTARY PUBLIC

STATE OF ALABAMA

ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that LYMAN LOVEJOY, whose name as a partner of Southern Properties, an Alabama general partnership, 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, as such partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this 5<sup>th</sup> day of June, 1990.

Melinda Smith  
NOTARY PUBLIC

RECORDED IN ALABAMA  
222 VOLUME & PAGE  
FILED IN ALABAMA  
3185 1222  
90 JUN 5 PM 2 16  
CLERK OF COURT  
ST. CLAIR COUNTY  
ALABAMA



Vol 185 Pg 222 A

EXHIBIT "A"

The SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , South of Perimeter Creek in Section 34, Township 13 South, Range 5 East; The North  $\frac{1}{2}$  of NW $\frac{1}{4}$ , and SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , in Section 3, Township 14 South, Range 5 East. The NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , less 10 acres on the West side in Section 4, Township 14 South, Range 5 East.

ALSO: A strip of land 60 feet in width adjacent to the Southwesterly side of property of Grantors in Section 4, Township 14 South, Range 5 East, more particularly described as follows: PARCEL I: All that part of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 4, Township 14 South, Range 5 East, of the Huntsville Meridian lying North of the Ragland-Greensport Road, and 60 feet West of the East line of said forty, more particularly described as follows: Beginning at the Southeast corner of the NE $\frac{1}{4}$  of Section 4, Township 14 South, Range 5 East; thence run South 2°55' East a distance of 1082.3 feet to a point in the North right of way line of the Ragland-Greensport Road; thence deflect an angle of 90° to the right and run a distance of 60 feet along said right of way to a point; thence deflect an angle of 90° to the right and run a distance of 1082.3 feet to a point; thence deflect an angle of 90° to the right and run a distance of 60 feet to the point of beginning. PARCEL II: Beginning at the Southeast corner of the NE $\frac{1}{4}$  of Section 4, Township 14 South, Range 5 East; run thence North 2°55' West a distance of 60 feet to a point; thence deflect an angle of 90° to the left and run a distance of 60 feet to a point; thence deflect an angle of 90° to the left and run a distance of 60 feet to a point; thence deflect an angle of 90° to the left and run a distance of 60 feet to the point of beginning, said Parcel II being immediately North of, adjacent to, and a continuation of Parcel I above described.

ST. CLAIR COUNTY

MTG. TAX	\$	—
DEED TAX		—
RECORDING FEE		10.00
INDEXING FEE		2.00
CERT. FEE		1.00
TOTAL	\$	13.00