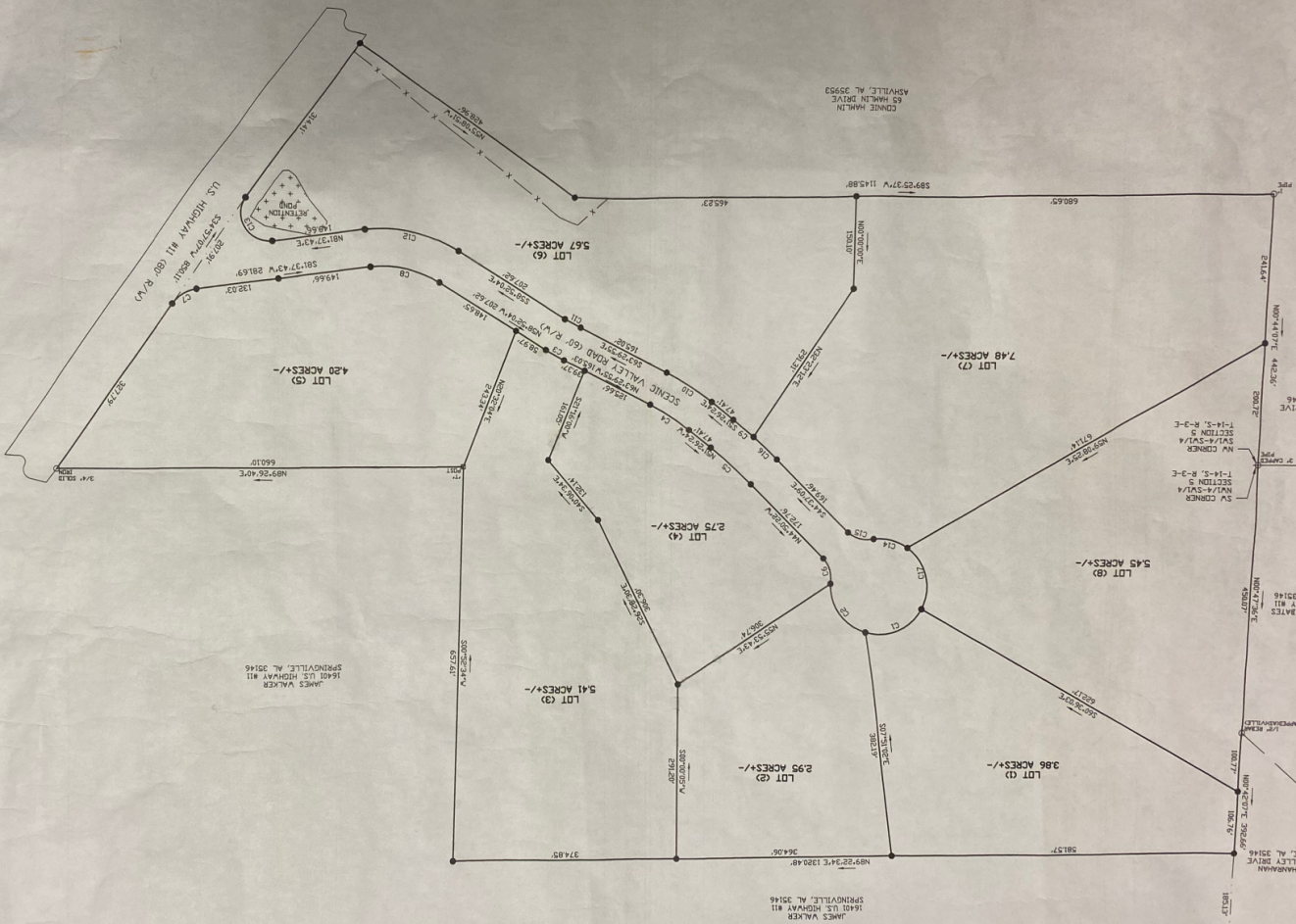


EMAIL: LARRY.LWLS@GMAIL
 P.O. BOX 2726
 HOKES BLUFF, AL 35960
 PHONE: (256) 482-7940
 FAX: (256) 482-8417

LARRY WALKER
 LAND SURVEYING
 SURVEYOR LICENSE NO. 889
 FIELD NOTES
 CHECKED BY
 LWM
 DATE
 JOB INFORMATION

SCENIC VALLEY ESTATES ST. CLAIR COUNTY, ALABAMA



C17	104.62'	S37°17'03\"E	114.03'	80.00'
C16	54.44'	S46°29'16\"E	54.15'	30.00'
C15	48.97'	S76°12'21\"E	45.53'	48.75'
C14	39.37'	S75°26'44\"E	59.75'	80.00'
C13	7.90'	S21°46'45\"E	100.89'	43.34'
C12	125.46'	S78°37'11\"E	150.89'	83.00'
C11	23.90'	S61°02'54\"E	29.91'	37.00'
C10	90.23'	S37°28'19\"E	90.50'	43.00'

2025 NORTH 8 ZONING SPONSOR HAS IN REFERENCE TO NABED ALABAMA EAST ZONE IN STATE PLANE COORDINATE ESTABLISHED BY SURVEYING METHODS.

LOT ADDRESSES	
LOT #	STREET NUMBER
1	70 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
2	60 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
3	50 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
4	30 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
5	20 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
6	45 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
7	55 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146
8	65 SCENIC VALLEY ROAD, SPRINGVILLE, AL 35146

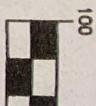
CURVE TABLE				
CURVE	CHORD LENGTH	CHORD BEARING	LENGTH	RADIUS
C1	101.19'	S66°46'46"W	109.55'	80.00'
C2	99.22'	N35°39'45"W	107.03'	80.00'
C3	34.75'	N61°11'00"W	34.76'	430.00'
C4	77.73'	N57°28'09"W	77.87'	370.00'
C5	91.62'	N48°01'47"W	91.67'	770.00'
C6	43.89'	N16°12'43"W	45.52'	48.75'
C7	45.91'	S58°17'25"W	47.20'	57.94'
C8	114.91'	N78°37'10"W	117.22'	170.00'
C9	44.67'	S49°53'54"E	44.67'	830.00'
C10	90.33'	S57°28'10"E	90.50'	430.00'
C11	29.90'	S61°10'59"E	29.91'	370.00'
C12	155.46'	S78°37'11"E	158.59'	230.00'
C13	79.58'	S31°42'40"E	100.83'	43.34'
C14	58.37'	S75°30'44"E	59.75'	80.00'
C15	43.89'	S76°12'21"E	45.53'	48.75'
C16	54.14'	S46°29'16"E	54.15'	830.00'
C17	104.62'	S13°17'03"E	114.03'	80.00'

JAMES WALKER
16401 U.S. HIGHWAY #11
SPRINGVILLE, AL 35146

N89°22'34"E 1320.48'

364.06'

374.85'



C16	541.4'	S46°29'16"E	54.15'	830.00'
C17	104.62'	S13°17'03"E	114.03'	80.00'

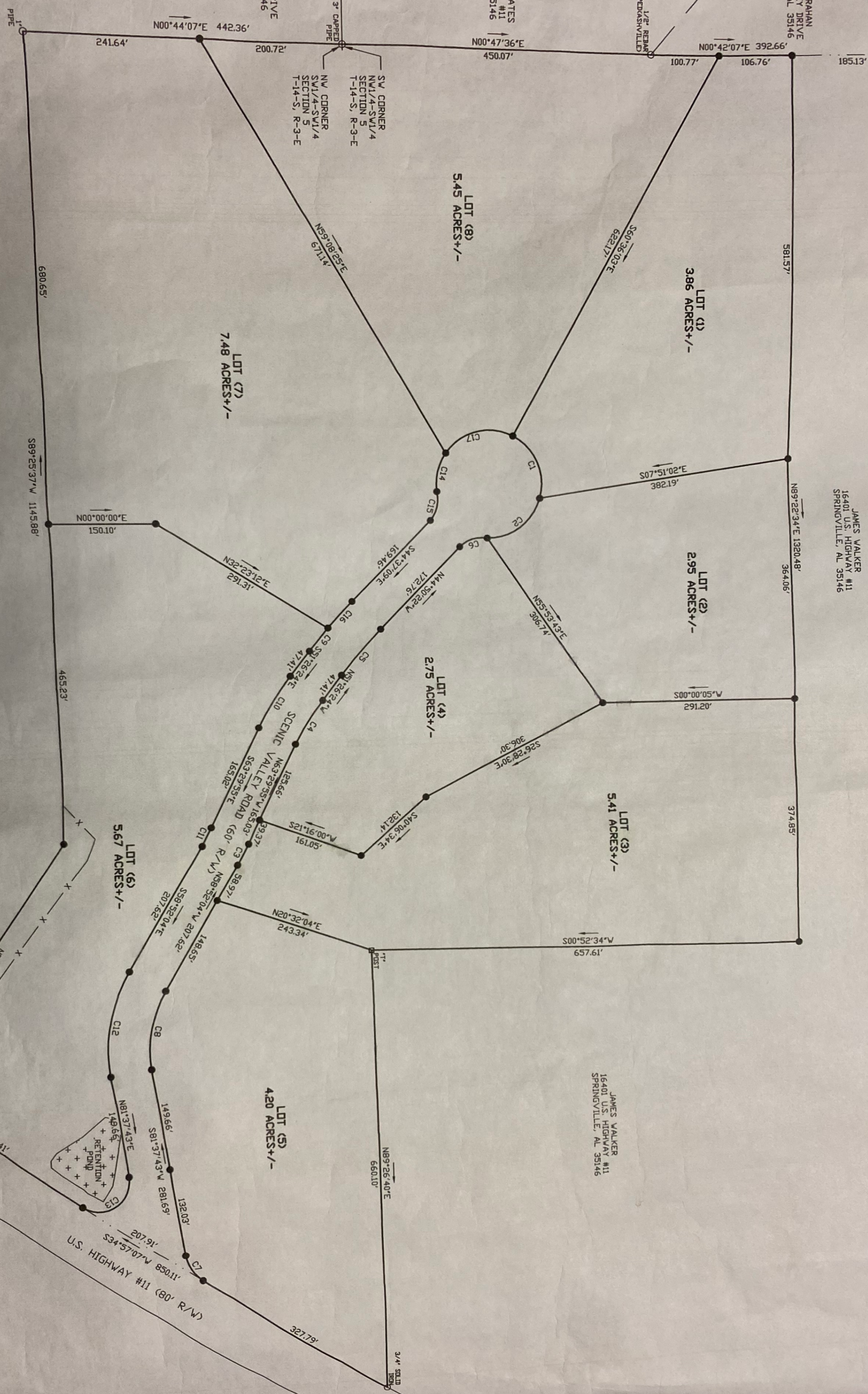
JAMES WALKER
16401 U.S. HIGHWAY #11
SPRINGVILLE, AL 35146

TRICK HARRAHAN
DARK VALLEY DRIVE
SPRINGVILLE, AL 35146

1/2" BEAM
CAPED (ASHVILLE)

SDMYA BATES
HIGHWAY #11
SPRINGVILLE, AL 35146

TH DUEL
LAKES DRIVE
SPRINGVILLE, AL 35146



CONNIE HAMLIN
63 HAMLIN DRIVE
ASHVILLE, AL 35953

JAMES WALKER
16401 U.S. HIGHWAY #11
SPRINGVILLE, AL 35146

U.S. HIGHWAY #11 (80' R/W)

1
Scenic Valley Estates

PROTECTIVE COVENANTS

3M RESIDUARY, LLC, an Alabama limited liability company (referred to, including its successors and assigns, as "Declarant") hereby declares that each tract (each being called a "tract" or a "Parcel") of the property described in the plat recorded in Map Book 2022, Page 54, Probate Office of St. Clair County, Alabama, incorporated herein be reference (the "Property" or "subdivision") shall be subject to this Declaration and the covenants, easements and other rights reserved herein (collectively called the "Covenants" or "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 Declarant'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 outside storage is prohibited.

B. Only one single-family site built home is permitted per three-acre tract. Tracts six acres or more can be divided but each home site shall be divided so each tract has three 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 Declarant. 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 three acres except by original Declarant. There shall be no metal barn houses without special permission of the Declarant or his designated representative, based on review of specific plans provided by the tract owner.

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 (i.e., the line formed by the rear of the main residence) 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 1,700 square feet of heated and cooled living area [excluding any basements (finished or unfinished), porches, decks and garages]. Any multi-level homes must have a minimum of 1,400 on the main level and a minimum of 2,000 square feet in the entire dwelling [excluding any basements (finished or unfinished), porches, decks and garages]. No Structure (defined as any house, fence, garage or other above-ground improvement) shall be commenced, erected, moved onto or allowed on any Parcel, nor shall any future Structure be altered which materially changes the exterior appearance thereof, unless plans and specifications (collectively called "Plans") for the same shall have been approved in writing by the Declarant. Declarant or its authorized representative shall have the right to inspect homes for conformity with these restrictions.

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 shall be gravel, concrete, or asphalt. All culverts under driveways shall be constructed using metal or plastic pipes, unless approved by Declarant or its designated representative.

H. Any outbuildings (garages, barns, etc.) shall complement the home (in such a manner as not to

constitute an eyesore) and be placed to the rear of the residence. 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, as the same 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 ordinary and customary household pets ("permitted pets") provided (a) such permitted pets are not bred or maintained for any commercial purpose, and (b) no howling or other offensive noises or odors result from such pets. Hogs, goats, and sheep shall not be considered as ordinary and customary household pets and thus are not permitted. Any pens or houses or kennels containing such permitted pets shall be located behind the back rear building line (*i.e.*, the line formed by the rear of the main residence) out of the view from the street and shall be maintained in a sightly condition. Without limiting the foregoing, no dog kennels or chicken or turkey houses are allowed unless for 2-3 dogs or up to ten chickens or turkeys, in either case 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 signs by such brokerage company as Declarant retains from time to time. Any other sales signs by builders or realtors shall not be allowed except the sign(s) as just described or as otherwise approved by Declarant. All sales signs shall be removed 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 or debris 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. All builders and property owners comply with State Regulations (including, *inter alia*, ADEM) during any type of construction, including regulations applicable to the prevention of erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. If builder/owner does not comply, Declarant shall have the right to remedy the problem (to achieve compliance with ADEM requirements), in which case the applicable builder or property owner shall reimburse the costs of such remedial measures plus 20% of the same (for Declarant's time and costs in taking such measures). Without limiting the foregoing, builders and property owners shall:

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 (including, *inter alia*, regulations governing burning and use of refuse containers, etc.).

M. Notwithstanding any provision(s) to the contrary herein contained, Declarant reserves the exclusive right to amend, alter, void, delegate or otherwise modify (collectively called "amend") the provisions of these Covenants with regard to any tract or tracts in the event that Declarant, in its sole judgment, deems such amendment consistent with the restrictive intent of these Covenants or if terrain features and topographical considerations render the enforcement of these Covenants in regard to any particular tract harsh to Declarant or to the owner of a Parcel. While Declarant holds any right, title or interest in and to any tract, these Covenants are personal and shall not run with the land.

N. At such time as Declarant no longer holds any right, title or interest in and to any tract, (a) these Covenants shall run with the land and shall be binding upon the undersigned, their heirs, successors, and

assigns, and (b) any change or alteration of these Covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same. Before such time, and without limiting the provisions of paragraph M. above (which applies to a lot or tract sold to an owner to eliminate unnecessary hardship), Declarant reserves the right to make variances and exemptions where necessary. Without limiting the foregoing, with respect to any unsold Parcel, Declarant may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these Covenants as Declarant in its discretion desires.

O. Consistent with the intent of these Covenants that trees add to the aesthetic character of the subdivision, (a) prior to construction of any house or other structure on a Parcel, a clearing plan must be submitted to the Declarant showing trees an owner seeks to remove, and no trees shall be removed without the express prior written consent of Declarant. Without limiting the foregoing, no tree having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Parcel without the prior written authorization of Declarant. The stumps for any trees removed shall be ground to the ground and debris removed (unless otherwise approved by Declarant, such as in areas not visible from the access road). This paragraph shall be read in conjunction with paragraph J (allowing certain livestock), and paragraph V (allowing Declarant to append conditions to approvals) to the end that pastures are permitted (with Declarant's prior consent), the objective being to avoid unsightly conditions of debris and stumps that are not followed up with formation of sightly pastures and fences.

P. Enforcement of these Covenants shall be by proceeding in law or equity against any person or persons violating or attempting to violate any of the same. If Declarant or any tract owner (collectively called an "enforcer") takes legal action to enforce these Covenants, the enforcer shall be entitled to recover reasonable attorney's fees and costs, provided such enforcer (1) has first delivered to the alleged violator a letter containing a detailed description of the alleged violation(s), a demand to remedy the same, and allowing a sufficient time for cure, and (2) in any event, has prevailed on any material claim in a court of law or equity.

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. Owners can ride on their own property except instances where it becomes offensive such as building a dirt tract or course, or other activities which create noise and visitors.

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

S. All Parcels, and all improvements therein or thereon, shall be kept in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Such provisions shall not apply to any Parcel held by the Developer prior to sale. Without limiting the foregoing, no Parcel 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. 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.

U. Neither the Declarant nor any agent, contractor, or representative thereof (collectively called,

“Declarant”) shall be responsible in any way for any road, utility improvement, drainage structure (defined in paragraph W) or other improvement on or condition of the Property, nor for any defects in any of the foregoing, nor for any defects in the Plans (defined in paragraph D) nor for any bodily injuries or deaths resulting from any of the same or use thereof, and all persons using or occupying any portion of the Property or benefitting therefrom agree not to sue or claim against the Declarant for any cause arising out of the matters referred to in this paragraph and further agree to and do hereby release said entities and persons for any and every such cause. Without limiting the foregoing, and notwithstanding any provision to the contrary herein, Parcels are sold “AS-IS” with all faults, including any faults in the entrance road and other improvements related to the subdivision. All Parcels are sold without any warranty, express or implied, all of which obligations and warranties are expressly waived by any purchaser of a Parcel. Notwithstanding any provision herein, whenever an easement or other right of any nature is reserved or conferred on Declarant by any of these Covenants, Declarant assumes no obligation to take any actions conferred by the same and no liability for non-exercise of any such easement or right or reservation.

V. Whenever Declarant’s approval, consent or authorization is provided, Declarant shall have the right to append to the same such conditions as Declarant in its sole discretion considers fair and reasonable, consistent with the objectives of this declaration.

W. Declarant establishes and reserves a non-exclusive easement appurtenant over and upon such portion of a tract on which any drainage structure or detention pond (collectively called “drainage structure”) is placed or needed to comply with any applicable state, federal or local regulation (collectively called “applicable regulation”), and any tract on which such drainage structure is located shall be subject to a covenant that no use or change to any such drainage structure shall be permitted contrary to applicable regulations. Such easement established and reserved herein shall include the right to cut and remove trees, undergrowth and shrubbery, to grade, excavate or fill and to otherwise take action reasonably necessary to comply with applicable regulations. Provided, however, that (i) the utilization of such easement and rights shall not unreasonably interfere with the use or occupancy of any improvements situated on any Parcel and (ii) the owner of any tract on which a drainage structure shall have the right to use such structure in any way not contrary to applicable regulations (including, without limiting the foregoing, the right to draw water from any detention pond for irrigation purposes, and to grow plants and other landscaping purposes), so long as such uses and rights do not conflict with applicable regulations.

X. Declarant reserves the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or the appropriate utility company or companies, rights-of-way or easements on, over or under portions of the subdivision reasonable necessary to erect, maintain and use, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, surface drainage, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, surface water discharge, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the subdivision record map or as may hereafter appear on any plat of record of property subject to these covenants. Without limitation upon the foregoing, Declarant specifically reserves a ten (10) foot easement on the side and rear property lines of each Parcel and a further easement on each Parcel to the extent the Parcel is subject to a surface drainage problem, for surface water drainage, together with the right to construct within such reserved easements such swales and other surface water drainage systems as Declarant deems necessary.

Y. Declarant reserves the right to amend, revise and otherwise add to, at any time and from time to time, the subdivision plat for the Property, record such other plat setting forth such information as Declarant may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, and set-back line restrictions. Any such plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such plat were specifically incorporated into these Covenants. Notwithstanding anything provided to the contrary in these Covenants, Developer may at any time or from time to time divide and redivide, combine and resubdivide any Parcel owned by Declarant and change any easement description or relocate any roads affected thereby.

2022 13842
Recorded in the Above
DEED Book & Page
09-28-2022 01:41:15 PM
Andrew Weathington - Judge of Probate
St. Clair County, Alabama

5
Scenic Valley Estates

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this the 26th day of September, 2022.

3M Residuary, LLC, an Alabama limited liability company

By: [Signature] [SEAL]
Guy V. Martin, Jr., Managing Member

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Guy V. Martin, Jr., whose name as Managing Member of 3M Residuary, LLC, an Alabama limited liability company, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 26th day of September, 2022.

[Signature]
Notary Public

Book/Pg: 2022/13838
Term/Cashier: S PC-PROB-REC-02 / dwyatt
Tran: 14562.356789.495374
Recorded: 09-28-2022 13:42:05
CER Certification Fee 3.00
MHF Mental Health Fee 6.50
PJF Special Index Fee 5.50
REC Recording Fee 15.00
Total Fees: \$ 30.00