

2006 8594
Recorded in the above
book and page
of the County Records will
be a true and correct copy
of the same as shown to me
St. Clair County, Alabama

STATE OF ALABAMA

ST. CLAIR COUNTY

FRIENDSHIP MOUNTAIN PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Land Investment Group, L.L.C. is the owner of the following described property:

Lots 1 through 44, Friendship Mountain, as shown in plat recorded in Map Book 2006, Page 46,
Probate Office, St. Clair County, Alabama.

NOW THEREFORE, the undersigned, Land Investment Group, L.L.C. does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots within the above described property

- A. Property is restricted to residential use only.
- B. All homes must have the exterior completed within one (1) year from the beginning of construction.
- C. Mobile homes or modular homes are not permitted.
- D. Dwellings must have a minimum of 1600 square feet of heated floor area.
- E. All outbuildings must complement the dwelling pertaining to color scheme and building materials. Outbuildings may not be closer than dwelling to front property line.
- F. No structure shall be located on any tract nearer than 50 feet from the front property line, 15 feet from any side property line, or 50 feet from the back property line.
- G. All driveways must have concrete or asphalt surface.
- H. All driveway pipes must be approved by St. Clair County Engineer.
- I. No camper, tent, shack, garage, barn, bus, or other outbuilding erected on any tract shall, at any time, be used as a residence temporarily or permanently.

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- J. Property may not be re-subdivided in such a manner as to make any one tract less than three (3) acres in size. If a parcel should be sold off, it will be subject to the existing restrictive covenants.
- K. If any purchaser or their successors elect to re-subdivide any tract, there shall be no more than one (1) dwelling per three acre tract.
- L. No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract except household pets which may be kept provided they are not bred or maintained for any commercial purposes.
- M. There shall be NO commercial junk yards or salvage operations of any type upon said property nor any commercial hog parlors or chicken houses upon said property.
- N. No junkyards, garbage piles, junk cars, or any such thing considered to be an eyesore or a detriment to the other tracts are to accumulate on the property.
- O. 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.
- P. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns and all lot and/or property owners. The invalidation of any one of the foregoing covenants and restrictions shall in no way affect any other provision or restriction contained herein. Any change in these covenants shall require written consent of seventy-five percent (75%) of the owners of the property.
- Q. 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.
- R. The record owner of seventy-five percent (75%) of the tracts, their heirs, administrators, executors, successors and assigns, reserve 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 herein above described.
- S. The undersigned reserves the right to amend, alter or modify the provisions of these covenants with regard to any tract or tracts in the event that the undersigned, in its sole judgment, deems such amendment, alteration or modification consistent with the restrictive intent of these covenants or if certain features and topographical considerations render the enforcement of these covenants, in regard to any particular tract, harsh and unduly expensive to the owner, provided however, the undersigned shall have no right to waive or vary the prohibition against mobile or modular homes.

IN WITNESS WHEREOF, Land Investment Group, L.L.C. has caused this instrument to be executed this the 26th day of June, 2006.

LAND INVESTMENT GROUP, L.L.C.


PAUL KELL, Manager


JOHN FREEMAN, Manager

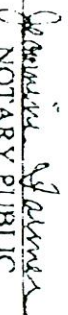

LYMAN LOVEJOY, Manager

STATE OF ALABAMA

COUNTY OF ST. CLAIR

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Kell, John Freeman and Lyman Lovejoy, whose names as Managers of Land Investment Group, L.L.C., a limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they, as such managers and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said limited liability company.

Given under my hand and official seal this 26th day of June, 2006.


NOTARY PUBLIC

My commission expires: 9-30-06

2006 JUN 26 0859
NOTARY PUBLIC
ST. CLAIR COUNTY, ALA.
JAMES D. JONES
1000 1ST AVENUE, N.E.
BIRMINGHAM, AL 35203
PH: 205-975-1234
FAX: 205-975-1234
WWW.JONESNOTARY.COM

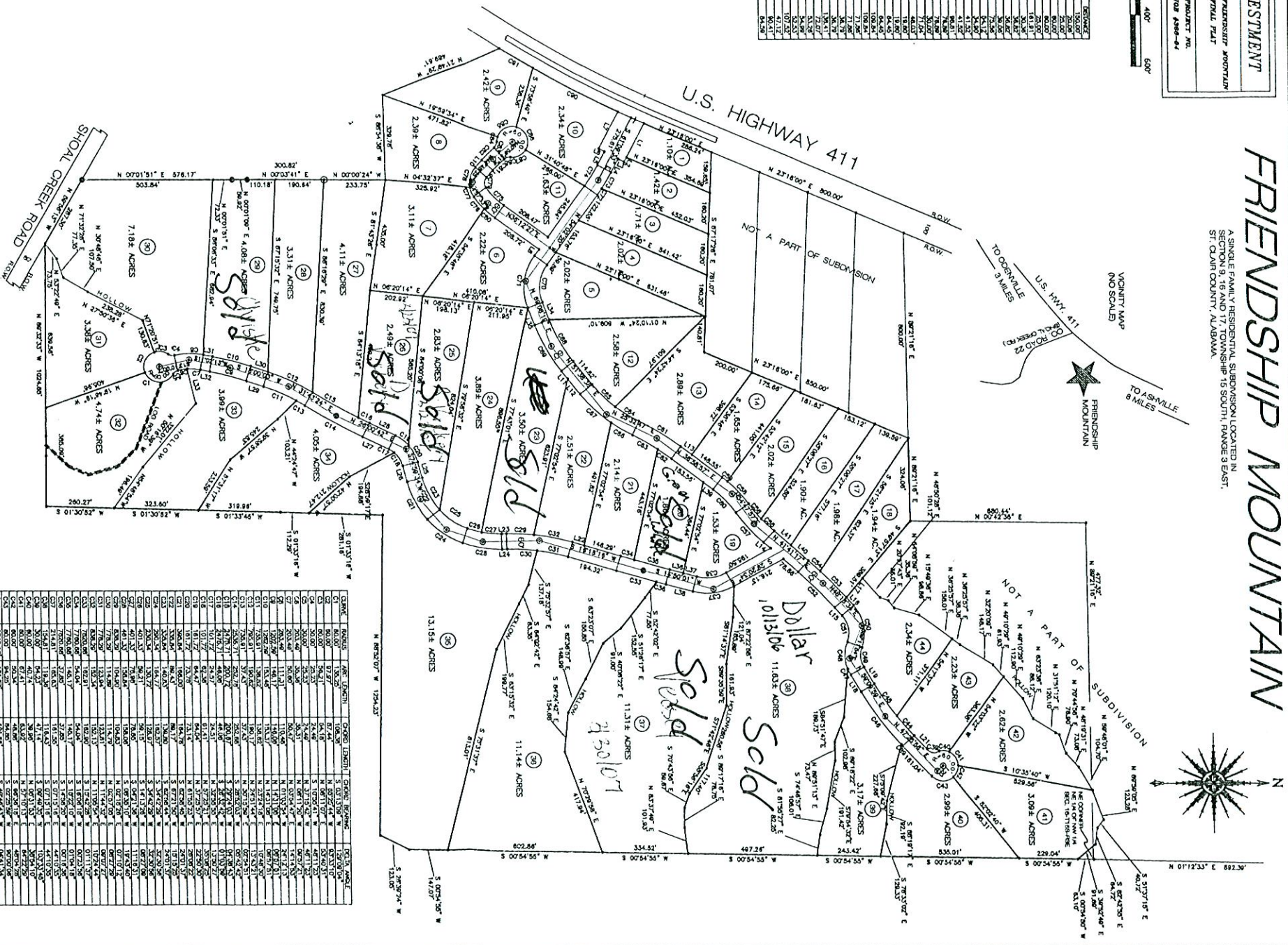
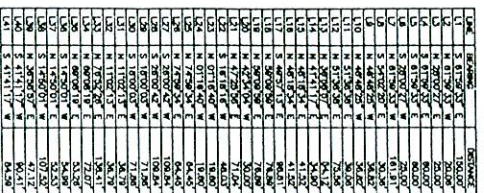
Lot 1	1.10+/- ac	\$26,900	
Lot 2	1.42+/- ac	\$26,900	
Lot 3	1.71+/- ac	\$26,900	
Lot 4	2.02+/- ac	\$26,900	
Lot 5	2.02+/- ac	\$26,900	
Lot 6	2.22+/- ac	\$26,900	
Lot 7	3.11+/- ac	\$26,900	
Lot 8	2.39+/- ac	\$26,900	
Lot 9	2.42+/- ac	\$26,900	
Lot 10	2.34+/- ac	\$26,900	
Lot 11	1.63+/- ac	\$29,900	
Lot 12	2.58+/- ac	\$39,900	
Lot 13	2.89+/- ac	\$39,900	
Lot 14	1.65+/- ac	\$39,900	
Lot 15	2.02+/- ac	\$39,900	
Lot 16	1.90+/- ac	\$39,900	
Lot 17	1.98+/- ac	\$37,900	
Lot 18	1.94+/- ac	\$39,900	
Lot 19	1.53+/- ac	\$39,900	Sold
Lot 20	1.86+/- ac	\$39,900	
Lot 21	2.14+/- ac	\$39,900	
Lot 22	2.51+/- ac	\$39,900	Sold
Lot 23	3.50+/- ac	\$39,900	
Lot 24	3.89+/- ac	\$49,900	
Lot 25	2.83+/- ac	\$39,900	Sold
Lot 26	2.49+/- ac	\$49,900	
Lot 27	4.11+/- ac	\$44,900	
Lot 28	3.31+/- ac	\$44,900	Sold
Lot 29	4.08+/- ac	\$44,900	
Lot 30	7.18+/- ac	\$79,900	
Lot 31	3.38+/- ac	\$29,900	
Lot 32	4.74+/- ac	\$35,000	
Lot 33	3.99+/- ac	\$39,900	
Lot 34	4.05+/- ac	\$39,900	
Lot 35	13.15+/- ac	\$75,000	
Lot 36	11.14+/- ac	\$69,000	
Lot 37	11.31+/- ac	\$69,000	Sold
Lot 38	11.63+/- ac	\$69,000	
Lot 39	3.17+/- ac	\$39,000	
Lot 40	2.99+/- ac	\$39,000	
Lot 41	3.09+/- ac	\$38,900	
Lot 42	2.62+/- ac	\$39,000	
Lot 43	2.23+/- ac	\$39,900	
Lot 44	2.34+/- ac	\$39,900	

399cc
39cc
79cc



490-9350

A SINGLE FAMILY RESIDENTIAL SUBDIVISION LOCATED IN SECTION 9, 16 AND 17, TOWNSHIP 15 SOUTH, RANGE 3 EAST, ST. CLAIR COUNTY, ALABAMA.



NAME	DATE	AGE	WEIGHT	CHROM	LENGTH	CHROM	POS	REF	ALT	QUAL
C1	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C2	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C3	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C4	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C5	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C6	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C7	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C8	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C9	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C10	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C11	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C12	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C13	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C14	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C15	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C16	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C17	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C18	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C19	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C20	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C21	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C22	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C23	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C24	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C25	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C26	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C27	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C28	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C29	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C30	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C31	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C32	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C33	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C34	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C35	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C36	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C37	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C38	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C39	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C40	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C41	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0
C42	06/05	18.05	18.05	100.00		5	10,135,011	C	T	10.0