

## RESTRICTIVE COVENANTS

STATE OF ALABAMA  
ST. CLAIR COUNTY

Approximately 40 acres  
St. Clair County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned, Terrence L. Rumore and/or James W. Thomas are the owners of record and the subdividers of the following described real estate, to-wit:

### SEE ATTACHED EXHIBIT "A"

Whereas, we the undersigned, own all the real estate as per attached Exhibit "A" and are desirous of establishing and placing the hereto after described restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his or her home with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the site owners.

Now Therefore, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply to their entirety to the said real estate as described on attached Exhibit "A" located in St. Clair County, Alabama and shall hereafter be included as a part of the consideration in transferring and conveying title to any and all of said real estate.

1. *Land Use and Building Type.* No lot shall be used except for private residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling no less than 1,600 square feet in size. Each lot owner shall be allowed to build a separate garage. Other structures that are necessary and incidental to a dwelling and residence are also approved.

2. *Dwelling, Quality, and Size.* The Property described as on attached Exhibit "A" may not be reduced to lots containing less than two (2) acres. No lot shall be used except for private residential purposes. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size of 1,600 square feet.

3. *Building Location.* All residential dwellings shall meet St. Clair County set-back requirements. If there is no set-back requirement for the real property as described on attached Exhibit "A", then in that event no residence shall be closer than fifty (50) feet to any street or roadway.

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

5. *Temporary Structures.* No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently; however, structures on permanent foundation with 1,600 square feet or more are acceptable.

6. *Signs.* No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. *Garbage and Refuse Disposal.* No lot shall be used or maintained as a dumping ground for rubbish, trash, garage, or other waste, and such shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. *Term.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

9. *Enforcement.* Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.

10. *Severability.* Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.