

17 AC

MOUNTAIN TERRACE
PROTECTIVE COVENANTS

2003 8594

Recorded in the Above

DEED Book & Page

03-26-2003 02:15:14 PM

Willace Wyatt Jr - Probate Judge

St. Clair County, Alabama

STATE OF ALABAMA |
ST. CLAIR COUNTY |

*Commercial
No Avenues or lanes*

KNOW ALL MEN BY THESE PRESENTS, THAT
WHEREAS, Lyman Lovejoy and Mike Coupland are the owners of Mountain Terrace Subdivision as recorded in Book 2003, page 6,
slide 109-8, in the Office of Probate of St Clair County, Alabama, Ashville Division.

NOW, THEREFORE, the undersigned, Lyman Lovejoy and Mike Coupland, does hereby adopt the following conditions,
restrictions, covenants, and limitations, which shall apply in their entirety to all lots within the described property:

- A. Property is restricted to residential use only.
- B. Site built homes and mobile homes (single, double, and triple) are permitted to be used as residences as long as such mobile home is not over 10 years old when placed on said tract. The minimum Sq footage is 1200 for doublewides or houses and 900 Sq ft for singlewides. All must be underpinned before occupancy. Underpinning material should be metal or fiberglass painted to complement the mobile home. Any addition to mobile home must complement the existing mobile home and be painted or covered with siding. Developer reserves the right to inspect any mobile home before it can be placed on the tract.
- C. No structure shall be located on any tract nearer than 50 feet from the front lot line and 20 feet on either side. *50 Feet on Back Line*
- D. No camper, tent, shack, garage, barn or other outbuilding erected in the tract shall, at any time, be used as residence, temporarily or permanently.
- E. No dwelling shall be used for rental purposes without permission of Developer.
- F. Property is not to be further subdivided and only one (1) residence per tract.
- G. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract less than 3 acres except dogs, cats or other household pets provided they are not bred or maintained for any commercial purposes. Any tract larger than 3 acres may have 2 horses or cows per tract.
- H. Junkyards, 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 any annoyance or nuisance to the neighborhood.
- J. Septic tanks must be installed according to the requirements and standards of the State of Alabama Department of Public Health and approval obtained from such authority.
- K. All driveway pipes must be approved by County Engineer.
- L. The developers require that all landowners comply with State regulations (ADEM) during any type of construction to prevent erosion. This requires that land owners adhere to the following:
 1. Maintain at least 50' of gravel at construction entrances;
 2. Install silt fencing in downhill grade areas and near roads;
 3. Vegetate lot when construction/clearing/etc. is complete to prevent erosion.

*Home
Per
3 Acres*

*No other
structures
allowed
on
tract*

- M. The developers reserve the right to amend, alter, or modify the provisions of these restrictions with regard to any tract or tracts in the event that the developers, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner.
- N. These covenants and restrictions shall run with the land and shall be binding upon the undersigned their heirs, successors and assigns. Any change or alteration of the covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same.
- O. 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 or to recover damages. No property owner, including developer, has any obligation to enforce any of the covenants and restrictions. Any property owner has the right to enforce said restrictions and reservations.

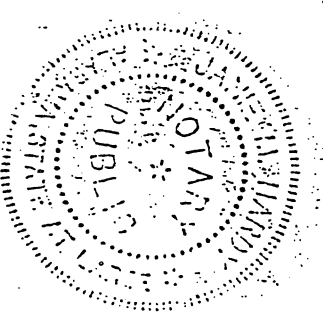
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of September, 2003.

Lyman A. Lovejoy
LYMAN A. LOVEJOY

Michael D. Coupland
MICHAEL D. COUPLAND

STATE OF ALABAMA
ST. CLAIR COUNTY

Sworn to and subscribed to before me this 24th day of September, 2003.
Willace Wyatt Jr
NOTARY PUBLIC



My commission expires Oct. 3, 2006