

**PROTECTIVE COVENANTS FOR SMOKE RISE  
BLOUNT COUNTY, ALABAMA  
SECTOR NINE (9)**

Whereas , Smoke Rise Development Corporation, a corporation, is the owner of the lands comprising Smoke Rise, Sector Nine, situated in Blount County, Alabama and being part of Section 27, Township 13 South, Range 3 West, Blount County, Alabama and

Whereas, Smoke Rise, Sector nine, has been subdivided into 52 tracts being numbered consecutively from 1 through 52, inclusive, according to a map or plat of the same filed for record August 20th , 1971, as recorded in map or plat book Vol.2-A page 351, in the office of the Judge of Probate, Blount County, Alabama and

Whereas, it is desired by said owner, to fix and establish certain restrictions as to the use and enjoyment of such lots and properties in said plat, except as to Tracts 35 and 51 which are specifically excluded from the provisions of these Protective Covenants, for the protection of all the other owners of said properties or tracts.

Now, therefore, the undersigned Smoke Rise Development Corporation, a corporation, does by these presents establish and adopt Protective Covenants, Restrictions and Reservations as to the future use of the tracts or parcels of land embraced in said plat, of Smoke Rise, Sector Nine as above described except as to tracts 35 and 51 as hereinabove excepted, and does grant to the future owners of any part of the land embraced in said plat, as covered by these Protective Covenants, Restrictions and Reservations the right to enforce said Covenants ,Restrictions, and Reservations as hereinafter set forth:

**1. LAND AND BUILDING TYPE**

No tract shall be used except for residential purposes. Permitted will be all types of houses, customary to residential occupancy, and mobile homes. Also permitted will be horticultural and agricultural uses and gardens, greenhouses and structures incidental thereto customary to residential occupancy (provided no sales of the products are to be made on the premises), but not including commercial animal, livestock or poultry farms or kennels. Permitted will be accessory structures (such as private garages, servant houses, stables, summer houses, and guest houses customarily incidental to residential occupancy; provided that any stable or other structure housing livestock shall be located at the rear of said lot. The permission of livestock as provided herein is limited to non-commercial use of said tract in connection with livestock.

**2. EASEMENTS**

Smoke Rise Development Corporation reserves the right to grant easements for the installation and maintenance of utilities along the public roads as shown on the recorded plat. Tracts 1, 3,4,51 and 52 are subject to existing easement for "Old Coach Road" as shown on the map or plat of said Smoke Rise, Sector Nine

### 3. NUISANCES

No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial establishments, such as commercial home shops, automobile repair shops or storage use shall be permitted at anytime upon any tract covered by these restrictions

### 4. TEMPORARY STRUCTURES

No structure of temporary character, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on any tract at anytime as a residence, either temporarily or permanently.

### 5. GARBAGE AND REFUSE DISPOSAL

No lot 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. Trash and debris may be deposited in area designated and provided by Smoke Rise Development Corporation.

### 6. SEPTIC TANKS AND WELLS

Septic tanks and wells on each of said tracts shall be located and installed according to recommendations and requirements of the State Health Department, and shall be subject to inspections for proper compliances therewith by the Blount County Health Department

### 7. RIGHT TO REPURCHASE

Smoke Rise Development Corporation, a corporation hereby reserves the right to repurchase any lot (improved or unimproved) from any person or persons at a price not less than that which said person or persons have been offered by a bona fide purchaser and which the lot or tract owner is willing to accept. The right to repurchase shall run for ten (10) days from the time Smoke Rise Development Corporation, a corporation, has received in writing from any seller notice of intent to sell, stating the sales price, terms of sale, and the name of purchaser or purchasers. The right to repurchase shall be subject and subordinate to the lien of any existing valid mortgage upon any such lot or tract, which lien shall not be subordinated or otherwise affected or disturbed by such right; nor shall such right to repurchase affect the title thereto obtained through or after foreclosure of any such mortgage.

### 8. TERM

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

## 9. AMENDMENT

Smoke Rise Development Corporation, a corporation, reserves the right to amend or alter these covenants at such time as it is deemed, in its unrestricted and sole discretion to be in the best interest of the property owners.

## 10. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any protective covenants, either to restrain violation or to recover damages.

## 11. SEVERABILITY

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