

STATE OF ALABAMA

LAUDERDALE COUNTY

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being all of the owners of and all parties having any right title or interest in, that certain subdivision shown and designated on the map and plat prepared by William J. Collier, known and designated as Spring Cove Subdivision, certified as of the 10th day of April, 1959, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in New Plat Book No. 3, on Page 95 (the legal description thereof being hereby adopted by reference), hereby impose upon all of the residential lots of the aforesaid Subdivision, according to the plat thereof, the following covenants and restrictions:

I

All lots in said Subdivision shall be used for residential purposes only; and no structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed on or permitted to remain on any residential building lot or combination of lots not in keeping with such purposes, and one-family dwellings shall not exceed two and one-half stories in height.

II

All dwellings constructed upon said property shall have a square footage area of at least 1000 square feet exclusive of outbuildings, carports, terraces and the like.

III

All buildings constructed upon said property shall be of conventional or customary structural materials, e.g., frame, brick, or wooden materials customarily used in the construction of a permanent dwelling; and all structures shall be of a permanent nature, no structure of corrugated metal or the like, of temporary nature, being permitted or allowed. All Structures shall be painted and finished in the customary manner. Any deviation from such requirements must be submitted to the Architectural Committee, hereinafter designated, or their successors, and may only be allowed or permitted by permission granted in writing from such Committee.

IV

No basement, tent, shack, garage, barn or other out-building erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any trailer, bus body, or like structure be parked upon or erected upon said property or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted, with regard to construction or structure involved.

V

All piers, boat docks or landings, shall be of a permanent construction, as well as any boat houses or storage buildings located thereon, and the same shall be properly constructed of permanent materials, stained or painted and finished in keeping with such permanent structure.

VI

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

VII

No business of any kind or trade, or other commercial enterprise, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

VIII

No privy, outhouse, or other building, intended to be or used as an open or pit toilet shall be allowed; and all toilet facilities and sewage disposal, including wash and waste water, shall be by septic tank of approved construction in conformity with the regulations of the Health Department of Lauderdale County, Alabama.

IX

No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in

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sanitary containers; and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

X

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 structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than 2 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

XII

A perpetual easement is reserved for utility installation and maintenance as shown on said recorded plat.

XIII

Square footage requirements for any building erected on said property shall be deemed to mean that the ground floor of said structure shall have at least the minimum of such square footage requirements in the case of a dwelling as herein before stated. No building shall be located on any lot any nearer to the side lot line than 10 feet, nor nearer to the Street line than 35 feet. For such purposes the term "Building" shall include a carport, utility room or other structure appended to the main building. No lot shall be used for more than one dwelling.

XIV

No person shall alter or change any open water course, except that a clean fill may be placed in such manner that a natural water course is not altered or blocked by said fill, provided that no damage shall result to any adjacent property owner.

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XV

The "Architectural Control Committee" for such Subdivision shall consist of H.F. Johnson, W.W. Johnson and T.E. Durts, all of Florence, Alabama. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question presented to the Committee may be presented orally in any Committee meeting or in writing whether or not such party may be present any any such meeting. The members of such Committee shall serve until they shall resign, or be removed by death, and the remaining members shall have full authority to designate a successor in such case.

XVI

At any time, the then record owners of three-fourths of the lots in said Subdivision shall have the power through a duly recorded written instrument to change the membership of the "Architectural Control Committee" or to withdraw from the Committee or restore to it any of its powers and duties. The "Architectural Control Committee" shall be vested with authority and power to pass upon, by approval or disapproval, any changes in the architectural requirements for any structure as designated in these protective covenants. Any desired deviation or change shall be presented to the "Architectural Committee" in writing, and the approval or disapproval as required in these covenants by such Committee shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

XVII

Any change or deviation from any of the protective covenants herein stated, other than those covenants which deal with the type of structure or quality of the structure allowed may be waived in a single instance, by an instrument in writing duly executed by the then record owners of 3/4 of the

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lots in said subdivision, such instrument being acknowledged according to law and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any permanent changes in any of the provisions of the protective covenants herewith filed may be made by an instrument in writing, clearly indicating such intention, duly executed by the then record owners of 3/4 of the lots in said subdivision, said instrument being duly acknowledged according to law and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

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 10 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 in writing, executed as aforesaid, changing or abandoning said covenants has been recorded, as aforesaid.

XVIII

If the parties hereto, or any of them or their heirs or assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons, corporation or corporations, or any other legal entity, owning any real property covered by these covenants, to prosecute any proceedings at law or in equity against the person or persons or other parties or entities violating or attempting to violate any such covenant, and either to prevent him or them or such entity from so doing, or to recover damages for such violation.

XIX

Invalidation of any one of these covenants or any group of them by judgment or Court order shall in no way affect any of the other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, hereby, adopt, ratify and confirm the foregoing, by hereunto setting their hands and affixing their seals this 13 day of May, 1959.

s/ H.F. Johnson O(Seal)
H.F. Johnson

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s/ Eva R. Johnson (Seal)
Eva R. Johnson

s/ Alta Shelton (Seal)
Alta Shelton

s/ Lida Schuppert (Seal)
Lida Schuppert

s/ A.J. Schuppert (Seal)
A.J. Schuppert

Acknowledged in General Code Form by H.F. Johnson and wife Eva R. Johnson before T. Eugene Burts, Jr., Notary Public for Lauderdale County, Alabama, May 14, 1959.

Acknowledged in General Code Form by Alta Shelton, a single woman before Imogene Ward, a Notary Public for Lauderdale County, Alabama, May 13, 1959.

Acknowledged in General Code Form by Lida Schuppert and husband A.J. Schupper before Imogene Ward, a Notary Public for Lauderdale County, Alabama, May 13, 1959.

Filed, May 14, 1959.

Recorded, Book 666, Page 143-149.