

STATE OF ALABAMA Ø
LAUDERDALE COUNTY Ø

4916

PROTECTIVE COVENANTS

WHEREAS, the undersigned, Ronald Warren and Betty Mitchell are the owners of the tract of land located in Lauderdale County, Alabama, and being more particularly described on Exhibit "A" which is attached hereto and made a part hereof.

WHEREAS, the above named Owners are willing and desirous of imposing the hereinafter stated covenants, conditions, restrictions and reservations on each of the above described tract, and

WHEREAS, the undersigned Owners contemplates selling off tracts of land out of the above described property to members of the public for a valuable consideration, having a minimum size of approximately three (3) acres.

NOW, THEREFORE, in consideration of the premises and in order to impress the following covenants, conditions, restrictions and reservations on each of the above described tracts of land, the undersigned owners hereby impress and impose the following covenants, conditions, restrictions, and reservations on the above described tracts of land:

1. All tracts covered by these covenants above described shall be used only as residential lots; provided, however, any tract of land so sold may be re-divided to constitute more than one residential lot; provided further no residential lot shall have an area less than three (3) acres until public water and sewer is provided then each lot shall have an area of not less than one acre and shall front a street, road or highway with a frontage of at least 165 feet. "Such frontage requirements shall apply if the lot abuts the street in a straight line, but shall not apply on a curve or cul-de-sac, there shall be no frontage requirements." This shall not prevent portions of adjacent tracts used to result in attaining a residential lot; provided, however, the minimum area and frontage requirements are maintained. In the event more than one (1) tract is used in attaining a building tract of an area of at least one (1)

acre, the restriction relating to distance from side lot lines shall apply only to the out-side lines of the composite lot. All driveways shall be paved with concrete or other pavings from house to the point of entry to street.

2. No structure other than one-family dwellings and appurtenant garages and outbuildings shall be erected, placed 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, except as hereinafter provided and under no circumstances will any tent, shack, trailer, mobile home, basement or any other type of similar structure be allowed or permitted to remain on said lot. The removal of wheels or the affixing or placing of any trailer, mobile home or like device or structure to a permanent foundation shall not take the use of any such trailer, mobile home or like device or structure outside the prohibition of the preceding sentence.

3. All dwelling constructed upon said property shall be of permanent residence type, and if a one-story dwelling shall have a square footage area of at least 1300 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like.

4. No business of any kind or trade, or other commercial enterprise or noxious or offensive activity, shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done therefore which may be or become an annoyance, danger, or a nuisance to the neighborhood, including the discharge of guns, air or any kind.

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

3.

6. The street frontage of all lots shall be maintained clean and neat at all times and no noxious or offensive conditions shall be continued thereon or thereabouts. 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 sanitary containers, and all incinerators or other equipment and containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. It is expressly required that before the erection of any residence all toilet and sewage facilities, as well as any other improvements or construction shall at all times meet the minimum health and sanitation specifications as required by the Public Health Authority of the municipal, county and state governments.

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

8. No sign of any kind shall be displayed in public view on any lot, except one professionally prepared sign advertising the property for sale, or rent, or signs used by a builder or owner to advertise the property during the construction and sale thereof, except as approved by the Architectural Control Committee.

9. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line. No dwelling shall be located nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

10. No fences shall be placed on any lot except upon written approval of the Architectural Control Committee and no fence shall in any event be allowed within 50 feet of the front property line, except that in case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building set back line.

11. A Utility Easement is granted and reserved to the Municipal or Governmental Authority for the erection and maintenance of utilities which said utility easement is 10 feet in width on each side and each rear lot line of any tract hereinafter sole.

12. 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 owing any real property covered by these covenants, to prosecute any proceedings at law or in equity against the persons or other party or entity violating or attempting to violate any such covenant, and either to prevent him or them or such entity from doing, or to recover damages for such violation.

13. The use of concrete block, composition or asphalt exterior siding, sheets, shingles, or asbestos siding on any building or structure is expressly prohibited, except where written approval is obtained from the Architectural Control Committee.

14. (a) The Architectural Control Committee is composed of Ronald Warren, Betty Mitchell and Bobby Mitchell. A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for their services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

(b) The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 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.

5.

(c) The powers and duties of such committee, and of its designated representative shall cease on and after July, 1997. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by and then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same power previously exercised by said committee.

15. Secondary Electrical Service must be underground.

16. No interference whatsoever with any of the streams, branches or creeks shall be allowed and no person whatever may divert, alter, dam, pollute, or contaminate any stream, branch or creek that serves the property owner of any stream, branch or creek or any attempt to divert, dam or pollute the same shall be subject to injunctive relief and damages.

17. Any permanent changes to or variance from 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 three-fourth 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,

Notwithstanding the provisions of Covenant No. 5, above, the Owner of each tract or lot may also keep horses and ponies, and shall be allowed to erect stables and barns upon the approval of the Architectural Control Committee; provided, however, in the event, any owner elects to keep any horses or ponies there must be at least one (1) acre, or the major fraction of an acre, for each of such animals so kept and maintained on the premises, and the barn or stable provided for horses or ponies must be at least seventy-five (75) feet from the nearest lot line. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

IN WITNESS WHEREOF, the above named and undersigned Owners hereby adopts, ratifies and confirms the foregoing by executing this instrument on this the 7th day of JAN. 1980.

RONALD WARREN AND BETTY MITCHELL

Ronald Warren
Betty Mitchell


ATTEST:

STATE OF ALABAMA Ø
LAUDERDALE COUNTY Ø

I, the undersigned, a Notary Public in and for said County and State, hereby certify that the names signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he and she in their capacity as such officers, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of January 1980.

Jane H. Brockman
NOTARY PUBLIC



STATE OF ALABAMA, PROBATE COURT
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
brought to record in this office on Mar. 28, 1980
and duly recorded in Volume 1168 Page 546-551
Record Tax \$ 9.00 Mig. Tax 9.00 Fee 9.00

William Blumstein Judge of Probate

Filed, March 28, 1980.
Recorded, Book 1168, Pages 546-551.

STATE OF ALABAMA
COUNTY OF LAUDERDALE

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This instrument was filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, on March 28, 1980, in Volume 1168, pages 546-51.

KNOWN ALL MEN BY THESE PRESENTS, That whereas heretofore Ronald E. Warren (also known as Ronald Warren) and Betty L. Mitchell (also known as Betty Mitchell) did cause to be prepared, executed and recorded the plat of a subdivision in Lauderdale County, Alabama, known and designated as "SPRINGWOOD", which plat is recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 68, and also did cause to be prepared, executed and recorded certain protective covenants that restrict the use of the aforesaid platted subdivision, which protective covenants were recorded on March 28, 1980, in Volume 1168, pages 546-51, of the aforesaid probate records, and

WHEREAS, prior to the filing of said plat and protective covenants, the owners of the said property, namely Ronald E. Warren and wife, Shelby H. Warren, and Betty L. Mitchell, a single woman, did mortgage the said property to the Central Bank of Alabama, National Association, and

WHEREAS, Shelby H. Warren, the wife of Ronald E. Warren, failed to execute the protective covenants and dedication of the plat of said subdivision.

NOW, THEREFORE, in consideration of the premises and the further consideration on One Dollar (\$1.00), the receipt whereof is hereby acknowledged by Ronald E. Warren and wife, Shelby H. Warren, and Betty L. Mitchell, a single woman, and Central Bank of Alabama, National Association, this agreement

W I T N E S S E T H

The said Ronald E. Warren and wife, Shelby H. Warren, Betty L. Mitchell, a single woman, and Central Bank of Alabama, National Association, do hereby ratify, confirm, agree and adopt said plat and protective covenants, the same as if all of the parties hereto had executed said plat and covenants at the time of their original execution and recording.

IN WITNESS WHEREOF, Central Bank of Alabama, National Association, has caused this instrument to be executed by its Vice President, J. F. Cobb, who is authorized to execute this conveyance, and by Ronald E. Warren and wife, Shelby H. Warren, and by

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Betty L. Mitchell, a single woman, all of whom have hereunto set, VOL 1177 PAGE 276
their hands and seals individually and in their respective
capacities on this the 17 day of October, 1980.

ATTEST:

CENTRAL BANK OF ALABAMA,
NATIONAL ASSOCIATION

Christine Street
Loan Officer

By: J. F. Cobb
Its: Vice President

Ronald E. Warren
Ronald E. Warren

Shelby H. Warren
Shelby H. Warren

Betty L. Mitchell
Betty L. Mitchell

Acknowledged in Code Form by J. F. Cobb, as Vice President of Central Bank of Alabama, National Association, a corporation, before Brenda Fitzgerald, a Notary Public for Lauderdale County, Alabama, on October 17, 1980. SEAL.

Acknowledged in General Code Form by Ronald E. Warren and wife, Shelby H. Warren and Betty L. Mitchell, a single woman, before Nelda P. Stephenson, a Notary Public for Lauderdale County, Alabama, on October 15, 1980. SEAL.

Filed, October 23, 1980.

Recorded, Book 1177, Pages 275-277.

STATE OF ALABAMA }
LAUDERDALE COUNTY }

AMENDMENT TO PROTECTIVE COVENANTS
FOR
SPRINGWOOD

The undersigned, Ronald E. Warren and wife, Shelby H. Warren; and Betty L. Mitchell, a single woman; and Central Bank of Alabama, National Association, being the owners and all parties having any right, title or interest in all of the property embraced in the subdivision designated as Springwood, situated in Lauderdale County, Alabama, the plat of which is recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, Page 68, do hereby amend the protective covenants heretofore executed for said subdivision, the same being recorded in Volume 1177, Pages 275-77 in the said probate office, by striking Paragraph 3 thereof and substituting in lieu thereof the following Paragraph 3:

3. All dwelling constructed upon said property shall be of permanent residence type, and if a one-story dwelling, shall have a square footage area of at least 1,500 square feet and any two-story dwelling shall have a square footage area of at least 2,000 square feet, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 22 day of April, 1981.

Ronald E. Warren
Ronald E. Warren

Shelby H. Warren
Shelby H. Warren

Betty L. Mitchell
Betty L. Mitchell

CENTRAL BANK OF ALABAMA, National Association

ATTEST:

Chp. [Signature]
Its: LOAN OFFICER

By: [Signature]
Its: vice president

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State do hereby certify that Ronald E. Warren and wife, Shelby H. Warren, whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of April, 1981.

Lucius M. Davis
Notary Public
My commission expires 9-11-84



STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State do hereby certify that Betty L. Mitchell, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of April, 1981.

Lucius M. Davis
Notary Public
My commission expires 9-11-84



STATE OF ALABAMA

LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State do hereby certify that J.F. COBB, whose name as VICE-PRESIDENT of Central Bank of Alabama, National Association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23rd day of April, 1981.

Marie L. Adams
Notary Public
My Commission Expires 9-29-83

STATE OF ALABAMA, PROBATE COURT
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that this foregoing instrument was
filed to record in this office on April 23, 1981
at 9:18 AM o'clock and duly recorded in Vol. 1185, pgs. 1071-72
Decd Tax \$ _____ Mig. Tax _____ Fee 3.00

William S. Duncan Judge of Probate

Filed, April 23, 1981.

Recorded, Book 1185, Pages 1071-1072.

