

**Protective Covenants
For
Spring Cove Estates**

Recording Fee 20.00
TOTAL 20.00

The undersigned, BGS Enterprises, LLC, is the owner of the property embraced in the subdivision shown on the map and plat prepared by Hays Surveying and known and designated as **SPRING COVE ESTATES**, a subdivision located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 140 in the Office of the Judge of Probate of Lauderdale County, Alabama. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of three members, and the initial members are Joseph Buffler, William Gobble, and Richard Story. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee" which approval shall be timely and shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

2. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. All commercial and multi-family buildings are expressly prohibited.

3. DWELLING QUALITY AND SIZE: A one-story dwelling must have a minimum heated area of 1,600 square feet. The minimum heated area of a two-story dwelling shall be 2,100 square feet with the minimum area for the first floor being 1500 square feet and 600 square feet on the second floor. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum heated area. The surface of the foundation of any structure must be fully covered with brick and the covering for the remainder of the outside surface must be approved by the Architectural Control Committee. All roofs must have a pitch line of at least 6/12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents.

4. GARAGES AND OUTBUILDINGS: All dwellings must have a two or three car garage attached to the dwelling permissible for the storage of not more than three cars. The attached garage opening must be located in the side or back of the house. Only one detached structure will be allowed on each lot. Any detached structure will be located at the rear of the residence in compliance with the same setback restrictions as outlined in paragraph five, must conform to the style of the residence, must be constructed from the same or equal materials as the main structure, and must be approved in writing by the Architectural Control Committee. All detached garages or outbuildings must have garage doors suitable to block the view of the interior of the garage from the street (or streets if a corner lot).

5. **Building Location:** The Architectural Control Committee must approve in writing before construction both the structure(s) and the location of the structure(s) prior to construction. No building shall be located on any lot nearer than 60 feet to the front lot line, or nearer than 60 feet to any side street line. No building shall be located nearer than 10 feet to an interior side lot line, or nearer than 100 feet to the rear lot line. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the setbacks. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots. An owner of two adjoining lots desiring to build one dwelling on the two lots may elect to treat both lots as one for the purposes of these restrictions.
6. **CONSTRUCTION:** The construction of any residence or outbuilding shall be completed within twelve months. No unfinished dwelling may be occupied.
7. **EASEMENTS:** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.
8. **NUISANCE:** Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices, except that which can be done on a non-commercial nature. Parking and storage of automobiles, trucks, boats or other vehicles for more than 48 hours is prohibited, except within a garage located upon the property or in the rear portions of the parcel if screened from the street view and neighboring homes. Vehicles without all tires, in operating condition or not currently licensed will be considered non-operating vehicles and cannot be stored outside. Travel trailers and other recreational vehicles may be parked on the rear half of each lot but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence. No exterior clotheslines are allowed unless located at the rear of the residence and the view of such clothesline is blocked by a fence.
9. **TEMPORARY STRUCTURE:** No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.
10. **ANIMAL CONTROL:** No animals, reptiles, 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. Any outside dogs must be kept in a fenced back yard or on a leash. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.
11. **GARDEN:** No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.
12. **Fences:** No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. There will be no chain link fences. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush.

13. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any of the lots with the exception of teaching the various arts, tutoring, an office not open to the public, or babysitting.

14. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

(a) The entire lot shall be maintained clean, neat, and free of undergrowth at all times except that no trees or undergrowth shall be cleared within 60 feet of Spring Circle. No noxious or offensive conditions shall be continued thereon. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

(b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot. Lots must be mowed and kept free of debris until construction of dwelling begins.

(c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.

(d) All swimming pools must be located at the rear of the residence and must be surrounded by a privacy/safety fence.

15. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. This does not apply to the entrance signs.

16. DRIVEWAYS: All driveways constructed on the lots shall be a minimum of ten (10) feet in width. Each residence must have either a concrete or brick paver driveway.

17. WATER AND SEWAGE SYSTEMS: City water hook-ups are available on each lot. Septic tank systems must be approved by the Alabama Department of Public Health. No outdoor toilet shall be permitted on any lot except portable outdoor toilets are allowed during construction upon such lot.

18. PROPANE TANKS: All propane tanks must be underground.

19. AMENDMENT OF THESE PROTECTIVE COVENANTS: At any time, the then record owners of three-fourths (3/4) of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

20. TERMS OF RESTRICTIONS: These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.


21. VIOLATIONS:

(a) If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings by court action against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action. If no action is begun before completion of a residence, then all conditions of Article III and V will be deemed fulfilled.

(b) Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 31st day of August, 2007.

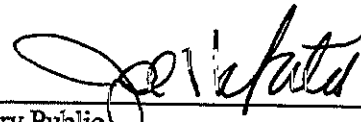
BGS ENTERPRISES, LLC

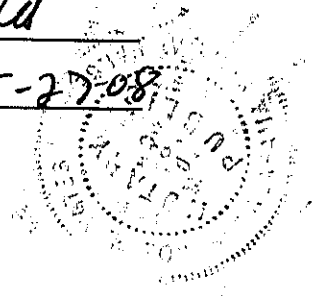
By: 
Joseph F. Buffler, Managing Member

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Joseph Buffler, whose name as Managing Member of BGS Enterprises, LLC**, is signed to the foregoing and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as such Managing Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 31st day of August, 2007.


Notary Public
My commission expires: 5-27-08



THIS INSTRUMENT PREPARED BY:
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05-1258
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