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1455 pg 007

THE STATE OF ALABAMA )  
 )  
LEE COUNTY )

RESTRICTIVE COVENANTS  
FOR  
SPRINGWOOD SUBDIVISION

Know All Men by These Presents, That Whereas, the undersigned, William A. Cleveland and Jim W. Cleveland, III, (herein sometimes referred to as the "Developer") are the owners of record and the subdividers of the following described real estate, to-wit:

All of the property embraced in Springwood Subdivision, according to the map or plat of said subdivision appearing of record in the Office of the Judge of Probate of Lee County, Alabama, in Plat Book 14 Page 5 all of the property lying and being in Lee County, Alabama.

Whereas, we, the undersigned, William A. Cleveland and Jim W. Cleveland, III, own all the subdivision and are desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his/her home with no greater restrictions upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to the other site owners.

Now Therefore, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots of Springwood Subdivision, in Lee County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision.

1. Land Use and Building Type. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half

stories in height, and such accessory structures as may be necessary and are in character and conformity with the uses permitted by these covenants.

2. Dwelling Size. No dwelling shall be permitted on any lot smaller than herein provided. The ground floor area of the main structure, exclusive of open porches, garages, carports and basements shall be not less than 1800 square feet for a one-story dwelling and not less than 1300 square feet for a dwelling of more than one story.

3. Building Location. No building shall be located nearer to the front lot line or nearer to any side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than 20 feet to an interior lot line.

4. Lot Area Control. There shall be no subdivision of any lot shown on said plat, except that any lot shown on said plat may be, at any time, subdivided and the subdivided portions thereof combined with other adjoining lots for the purpose of enlarging the adjacent lots. Said lots resulting from such subdivision and combination shall be subject to all the restrictions herein set forth.

5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary Structures. No structure of a temporary character, trailer, mobile home, recreational vehicle, motor home, camper, basement, tent, shack, garage, barn or outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. In addition, any recreational vehicle, camper, motor home, boat, or any similar items which may be kept on any lot shall be parked so as not to be visible from the street.

7. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more

than two square foot, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. Livestock and Poultry. 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.

9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such shall not be kept, except in sanitary containers. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed, buried or screened by shrubbery or other appropriate material approved by the Architectural Control Committee so as not to be visible from any street or lot at any time except during periods of refuse collection.

10. Architectural Control. All plans and specifications for any structure or improvements whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction materials, the roofs, exterior paint and finishes, landscaping, including removal of trees larger than six inches in diameter at a height two feet above the ground, any later changes or additions after initial approval thereof, and any exterior remodeling reconstruction, alterations or additions thereto on any lot shall be subject to and shall require approval in writing by the architectural control committee before any work is commenced.

It is specifically understood and agreed between the developer and any owner of any lot from time to time that the scope of review by the committee shall be addressed to and limited to aesthetic qualities and appearance only and shall not include on the part of the committee or the developer any responsibility or authority to review for structural soundness, compliance with any building or zoning codes or standards, or any other similar or dissimilar factors.

The Architectural Control Committee shall be composed of Jim W. Cleveland, III and William A. Cleveland and such other persons as the two may designate, and the majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the Committee. 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 services performed pursuant to these covenants.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its' designated representative fail 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

11. Term. 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 twenty-five 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 signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.

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

In Witness Whereof, William A. Cleveland and Jim W. Cleveland, III, have hereunto set their hands and seals this 10th day of August, 1989.

William A. Cleveland  
William A. Cleveland

Jim W. Cleveland, III  
Jim W. Cleveland, III

STATE OF ALABAMA

COUNTY OF LEE

I, Debra P. Maddox, a Notary Public in and for said County, in said State, hereby certify that William A. Cleveland and Jim W. Cleveland, III, 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of August, 1989.

(NOTARY SEAL)

Debra B. Maddox  
Notary Public

MY COMMISSION EXPIRES:

DEBRA B. MADDOX, NOTARY PUBLIC  
LEE COUNTY, THE STATE OF ALABAMA  
MY COMMISSION EXPIRES ON 2-06-92

BOOK 1455  
1989 AUG 10 PM 1:05  
HALL COUNTY CLERK  
MONTICELLO, ALA