

185

PROTECTIVE COVENANTS FOR
SPRING MEADOW FARMS

WHEREAS, the undersigned owner, C & G Development, a partnership, is desirous of establishing covenants, restrictions, and limitations applicable to all property owned by the undersigned and described in Exhibit "A" attached hereto and incorporated herein by reference.

NOW THEREFORE, the undersigned does hereby adopt the following restrictions and limitations:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on each parcel of property, and occupied by a single family only.

2. No more than one large outbuilding such as barn or stable shall be erected.

3. No building may be erected closer than 100 feet from the front property line, or closer than 35 feet from any side line, or back property line.

4. No house shall be constructed of less than 1400 total square feet. The first floor area of the main dwelling, exclusive of one-story open porches and garages, shall be not less than 1400 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half, or two story structure.

5. No outbuildings shall be erected except for the personal use of the property owner.

6. All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank for field line shall be constructed within 50 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.

7. No property may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written approval of the owners of the adjoining property subject to these restrictions, their successors or assigns.

8. Any barn erected may not be erected closer than 150 feet from the front property line. No more than one horse or cow per acre may be kept on a single lot. No pigs or noxious animals shall be allowed on any lot.

9. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock, and imitation asphalt brick.

10. No trailer, basement without finished superstructure, tent, or any temporary structures, shall at any time be used as a residence, temporarily or permanently.

11. No boat, camper, trailer or other vehicle of similar nature shall be parked on any property nearer the front of the property than the rearmost portion of any dwelling house. No unusable vehicle shall be allowed to be stored on any property.

BOX U29 PAGE 493

PROTECTIVE COVENANTS FOR SPRING MEADOW FARMS

12. No residential structures shall be moved onto any property.

13. After start of construction of any superstructure, said superstructure shall be completed within 180 days.

14. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 15 years from 1984, at which time said restrictions and limitations shall be automatically extended for successive periods of five years, unless by a vote of a majority of the then owners of the adjoining property agree in writing to change said restrictions and limitations in whole or in part.

15. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

16. All of the said restrictions and limitations shall constitute covenants running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions hereinabove set out.

17. No building structure, driveway, walkway, landscaping, fence or other improvement shall be erected, placed or altered on any lot in the subdivision until construction plans and specifications, and a plan showing the location of the structure and all other improvements on the lot has been approved in writing by the architectural control committee.

18. An architectural control committee of Charles R. Saunders, Eugene W. Bluemly, Jr., and R. Edward Bluemly shall have the right to approve or disapprove all buildings and structures, including the location of the same and the location of driveways, walkways, landscaping, fences and any and all other improvements to be erected on any of said lots. In the event of the death or resignation of any of the above-named members, the remaining member, or members shall have authority to designate a successor to such member.

19. Neither of the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

20. In the event the architectural control committee fails to approve or disapprove the plans for erecting any buildings, structures, walks, landscaping, driveways or other improvements on any of said lots within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and these covenants shall be deemed to have been fully complied with.

029 PAGE 494

BOOK

PROTECTIVE COVENANTS FOR SPRING MEADOW FARMS

21. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover any damages for such violation. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

IN WITNESS THEREOF, C & G Development has caused these presents to be executed by its duly authorized office this 14 day of June, 1984 ⁵

February

C & G Development

By *Charles R. Saunders*
Its General Partner

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Charles R. Saunders whose name as General Partner of C & G Development, a partnership, is signed to the foregoing conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given Under my hand and official seal this 14th day of June, 1984.

February, 1985

[Signature]
Notary Public

EXHIBIT "A"

"Exhibit A" to the Protective Covenants for Spring Meadow Farms is that certain property located in Shelby County, Alabama, according to the Survey of Spring Meadow Farms, as recorded in Map Book 9, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 JUN -6 AM 8:06

Thomas H. [Signature]
JUDGE OF PROBATE

*Rec'd. 7.50
Jud. 1.00
8.50*