

STATE OF ALABAMA )

HOUSTON COUNTY )

**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR SPRINGVIEW SUBDIVISION**

THIS DECLARATION made this 16<sup>th</sup> day of January, 2008 by LEO P. GREEN and TRACEY L. GREEN hereinafter referred to collectively as "Owner."

**WITNESSETH:**

**WHEREAS**, Owner is the owner of record of the following described real estate to-wit:

All property which encompasses Springview Subdivision according to the map or plat of same as recorded in Plat Book 12, Page 16, in the Office of the Judge of Probate for Houston County, Alabama.

**WHEREAS**, Owner is desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to ensure the use of the property for attractive purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the property, and thereby to secure to each site owner the free and full benefit and enjoyment of his or her site with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to ensure the same advantages to the other site owners.

**NOW THEREFORE**, Owner does hereby adopt the following covenants, conditions, restrictions and limitations, which shall apply in their entirety to all lots in Springview Subdivision of Houston 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, and shall be binding on all parties having the right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **Residential Purposes.** The lots in the subdivision shall be used for single family residential purposes only. The location and use of all residential structures built in the subdivision shall conform with the provisions of the zoning regulations of the City of Cottonwood and Houston County, Alabama as applicable.

2. **Size of Residence.** Any main structure residential building, exclusive of open porches, basements and carports, shall be not less than 1,100 square feet (heated) on the ground floor of any one-story building, nor less than a total of 1,100 square feet in the case of a multi-story building. Building setbacks shall be governed by applicable ordinances.

3. **Prohibited and Temporary Structures.** No mobile home, modular home, moved-in home, basement, tent, garage or other outbuilding shall be erected or allowed on any residential lot for temporary or permanent use at a residence, and no structure of a temporary character shall be used as a residence.

4. **Maintenance of Lots.** All structures, landscaping and any other improvements shall be continuously maintained so as to preserve a well-kept appearance and must be kept neat, clean, orderly, free of debris and litter, mowed and/or trimmed. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any lot.

5. **Refuse or Trash.** No garbage, trash, ashes, refuse, inoperative vehicles (that have been inoperative more than thirty (30) days) junk or other waste shall be thrown or dumped on any lot, park, street or alley in the subdivision or permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of, such material shall be kept in a clean and sanitary condition.

6. **Walls and Fences.** No fence or wall shall be erected or placed upon any lot unless the same shall be constructed of wood or equivalent. Fences or walls shall be limited to one (1) wooden privacy fence, at least six (6) feet tall, around the back yard and not to extend past the back one-third (1/3) of the side of the residence. No fences or walls shall be constructed beyond the back one-third (1/3) of the side of the residence and shall not extend to any portion of the front yard.

7. **Parking.** Parking in streets is not permitted.

8. **Storage of Vehicles.** No inoperable vehicles shall be stored on any lot.

9. **Air Conditioning Units.** Outside air conditioning units may not be located in the front yard of any residence located on the property. All outside air conditioning units shall be hidden from view by shrubbery or other foliage or fencing that otherwise satisfies the requirements hereof. No wall or window air conditioning units shall be permitted on the front or side of any residence. No plumbing or heating vent shall be placed on the front side of the roof of any residence. All vents protruding from roofs shall be painted the same color as the roof covering.

10. **Satellite Dishes and Antennas.** No towers, conductors, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling inside a privacy fence and the structure shall not exceed six (6) feet in diameter. No antenna shall be erected or maintained on any lot visible to the public or adjoining lot owners from a distance greater than twenty-five (25) feet. Satellite dishes or antennas that are eighteen inches (18") or smaller in diameter shall be allowed to be

placed on the eve of the residence.

11. **Trailers.** No boat trailer, horse trailer, camper motor home, recreational vehicles or any similar items shall be used as a temporary residence and shall not be stored on any lot for a period of time in excess of forty-eight (48) hours unless housed in a carport, garage or in the rear of the residence.

12. **Parking of Commercial Vehicles.** No commercial truck, vehicle, or equipment shall be permitted to be parked or to be stored in open view. This prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pickup and delivery.

13. **Vehicle Maintenance and Repairs.** No maintenance or repairs shall be performed on any vehicle upon any lot unless performed in a garage, except in an emergency situation.

14. **Drying of Laundry.** No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five (25) feet. In addition, no clothing or other household fabrics shall be hung in the open on any lot unless the same is not visible from any street or road.

15. **Mailboxes.** All mailboxes shall be of permanent structure.

16. **Radios.** No visible ham radios or radio transmission equipment shall be operated on any lot unless the same is not visible from any street or road.

17. **Signs.** No sign of any kind shall be displayed to the public view on any lot except on a professional sign of not more than one (1) square foot. However, one sign of not more than five (5) square feet shall be allowed when advertising the property for sale or rent.

18. **Animals.** No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Barking dogs to the extent of disturbing the peace, shall not be permitted and any leash law imposed by the City of Cottonwood and/or Houston County, Alabama shall be enforced.

19. **Exterior Finishes.** All exterior finishes on the front of any structure shall be of brick veneer, stone veneer, stucco, vinyl, exterior wood, or an EIFS (dryvit, Sto, etc.) or an equivalent permanent exterior, excluding only dormers. All block work on the side of any residential structure shall be brick, stone, or a plastered product of the same decor as the front of any residential structure.

20. **Water Service.** Only the available water service shall be utilized. No outside water or sewer facilities shall be constructed.

21. **Oil Drilling.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

22. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

23. **Nuisance.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any activity shall be done thereon which may be or become any annoyance or nuisance in the neighborhood.

24. **Covenants to Run with the Land.** These covenants are to run with the land and shall be binding on all parties and persons claiming ownership thereto.

25. **Enforcement.** In the event any person or persons shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for Owner, their heirs, executors and/or assigns, or any other person or persons owning real property situated in said subdivision, to prosecute any proceedings at law in or in equity against any person or persons violating or attempting to violate any covenant.

26. **Invalidity.** Invalidation of any one of these covenants, conditions and restrictions by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. **Governing Law.** These covenants, conditions and restrictions shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its principles of conflicts of laws.

28. **Litigation Costs.** If the party attempting to enforce these restrictive covenants shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which shall be assessed against the party which is found to be in violation of such restrictive covenants.

**IN WITNESS WHEREOF,** the Owner has executed these Covenants, Conditions and Restrictions on this 18<sup>th</sup> day of January, 2008.

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LEO P. GREEN, Owner

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**TRACEY L. GREEN, Owner**

**STATE OF ALABAMA )**

**HOUSTON COUNTY )**

I, the undersigned authority in and for said County and State, hereby certify that **LEO P. GREEN** and **TRACEY L. GREEN**, whose names are signed to the foregoing Covenants, Conditions and Restrictions, and who are known to me, acknowledged before me this day, that, being informed of the contents of the foregoing Covenants, Conditions and Restrictions, they, as the owners of said property executed the same voluntary on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of January, 2008.

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Notary Public

My Commission Expires: \_\_\_\_\_