

1826

DECLARATION OF PROTECTIVE COVENANTS OF MEADOW BROOK CLUSTER HOMES  
AS RECORDED IN MAP BOOK 13, PAGE 20,  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA     )  
SHELBY COUNTY        )

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned South Jefferson Co., Inc., an Alabama corporation (hereinafter referred to as "Developer") is the owner of the lots described in the survey of Meadow Brook Cluster Homes, as recorded in Map Book 13, Page 20, in the Probate Office of Shelby County, Alabama; and,

WHEREAS, the undersigned desires to subject said property and each lot located in said property described to the conditions, limitations and restrictions hereinafter set forth, in order to create a more aesthetic and harmonious subdivision.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said property described hereinabove, to-wit:

That said property and each lot located in said property described herein shall be and the same are hereby subject to the following conditions, limitations and restrictions.

1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential lots and shall be used for single family residential purposes exclusively.

South Jefferson Co.  
1 Chase Corporate Dr  
Suite 250

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B. No home shall be located on any lot nearer to the rear lot line than the minimum setback shown on the recorded plat or required by applicable zoning laws.

C. No home shall be erected containing less than one thousand five hundred (1500) square feet of living (heated) area for one-story buildings, exclusive of porches, garages and basements. Any two level home exclusive of porches, garages and basements shall have a minimum of one thousand (1000) square feet of living (heated) area on the first level with a total living area for the home of not less than sixteen hundred fifty (1650) square feet.

D. No aluminum windows will be allowed.

E. All exposed concrete block will be covered with brick.

F. Due to the width of the residential lots, garages on the front on the dwelling unit will be permitted. All garages shall be equipped with garage doors, and the interior of all garage areas opening toward the front of the dwelling unit will be finished and painted.

G. All front and side yards will be landscaped with solid sod.

H. No vertical siding shall be used on the construction of any home except as approved by the Control Committee. No fencing or walls shall extend nearer the street than the front line of the home nor exceed six feet six inches (6'6") in height. All fencing should be wood.

I. Outside air-conditioning units may not be located in the front yard of any home.

J. The roof pitch on any home shall not be less than six (6) and twelve (12) unless approved in writing by the Control Committee.

K. Utility service shall be underground. No utility poles or above ground wires shall be permitted except in the construction phase.

L. Windows placed in the side walls of the houses shall be restricted as set forth in the following table:

Side Setback

0 - 3 feet	no windows
3.01 - 10 feet	maximum of 20% of wall area
10.01 - 20 feet	maximum of 40% of wall area

M. The developer proposes that a residential dwelling unit be constructed on each of the lots in the Meadow Brook Cluster Homes development. The home shall be located so as to permit a minimum of ten (10) feet between the homes, measured from the closest outside wall to the closest outside wall. Each home may have one side which is located on the lot line provided the minimum distance is maintained with the home constructed on the adjacent lot.

N. There is hereby conveyed a perpetual easement for each lot and dwelling located thereon for encroachment of eaves, roof overhangs and brick veneers attached to structural walls which may encroach the air space of an abutting lot. This perpetual easement for encroachment into the air space of abutting lots shall apply not only during the construction phase but shall also run with the land and apply for maintenance and repair of the eaves, overhangs and veneers so encroaching and shall also extend and apply to the repair or construction of a dwelling in the event of its partial or total destruction.

O. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings except with the written consent of the Developer.

2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on such lot

which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the undersigned detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned Developer and builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

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

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

E. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units.

Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Control Committee as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

G. No structure of a temporary character, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently.

H. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Control Committee. This provision shall not apply to the Developer or builders or their assigns during the sales period.

I. No shrubs or trees shall be planted on street corners that will impede view of sight of pedestrians or automobiles.

J. No automobiles, boats, or recreational vehicles will be stored on any lot or kept on blocks unless in the garage of a structure.

K. No satellite, microwave dishes or television antennas will be on any lots.

L. Exterior colors which have been approved by the Control Committee, as per Section 3.A. below, cannot be changed for three years after said approval without the prior written consent of the Control Committee.

M. In accordance with Shelby County Planning Commission requirements, there shall be no brick mailboxes located in the road right-of-way.

N. It shall be the responsibility of each lot owner to pay his pro rata share of the sanitary sewer expense.

### 3. CONTROL COMMITTEE

A. All plans, specifications and exterior colors, including plot plans, of residences on any lot in Meadow Brook Cluster Homes, shall be first filed with and approved by the Control Committee before any construction is commenced. The Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. The Control Committee will consist of John P. Baker, Dwight A. Sandlin and P. Lauren Barrett.

B. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Control Committee.

C. Any remodeling, reconstruction, alterations or additions to an existing residence not specifically herein prohibited shall not require the written approval of the Control Committee, but shall comply with all restrictions and covenants.

D. Neither the Control Committee nor any architect nor agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

E. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

F. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any

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person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot on said land: (a) to prosecute in a proceeding at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

G. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from September 1, 1988, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

H. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners and agreement of the Developer.

IN WITNESS WHEREOF, the said Developer has executed this instrument on the 22<sup>nd</sup> day of December, 1988.

DEVELOPER - SOUTH JEFFERSON CO., INC.

BY: John P. Baker  
JOHN P. BAKER, President

OWNER - BIGGS CONSTRUCTION, INC.

BY: A. Biggs Love  
A. BIGGS LOVE, President

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Baker, President of South Jefferson Co., Inc., an Alabama corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as President and with full authority, executed the same voluntarily.

Given under my hand and seal this the 29th day of December, 1988.

R. W. Smith  
NOTARY PUBLIC

ROCKY SMITH, Notary Public  
State of Alabama

My Commission Expires My Commission Expires Aug. 14, 1992

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STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. Biggs Love, President of Biggs Construction, Inc., an Alabama corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as President and with full authority, executed the same voluntarily.



Given under my hand and seal this the 29<sup>th</sup> day of  
December, 1988.

Roseanne J. Hudeman  
NOTARY PUBLIC

My commission expires: My Commission Expires February 25, 1989

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STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 DEC 29 PM 1:42

Roseanne J. Hudeman  
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$22.50
Index Fee	1.00
TOTAL	23.50