

**ROLLING MEADOW  
SECTOR ONE**

**DECLARATION OF PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS, that:**

**WHEREAS**, Holland Family Partnership, L.L.P., is the owner of the following described Lots situated in the subdivision known as Rolling Meadow, Sector One, located within the city limits of Vincent in Shelby County, Alabama.

Lots 1 through 36 Rolling Meadow, Sector One, as recorded in the Probate Office of Shelby County, Alabama in Map Book 26 Page 93

**WHEREAS**, Rolling Meadow, Sector One, desires to subject all the numbered Lots in the above survey to covenants, terms, restrictions, conditions, and limitations hereinafter set forth.

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

That said Property and each Lot located in said subdivision shall be and the same are subject to the following conditions, limitations and restrictions.

**NARRATIVE**

The covenants and restrictions listed below are intended to create a high quality, comfortable and affordable family-oriented subdivision. Much time and effort has been expended to create, plan and execute this neighborhood. It is the wish of the developers that the individual Lot owners maintain the upscale character of the subdivision.

**I. RESIDENTIAL LOT RESTRICTIONS**

- A. All Lots in the tract shall be known and described as residential Lots.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than single story detached single family dwellings and a private garage or carport for not more than two cars and one approved storage building.
- C. Carports and garages are allowed if the design, color and composition of such are compatible with the housing unit. Carports, however, shall be solely used for the storage of cars, not for outside storage of household goods.
- D. Front Lot line setback shall be no less than 35 feet. Side street setback shall be no less than 35 feet. No building shall be located on any interior Lot nearer than 10 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open decks or terrace shall not be considered as a part of a building, provided, however,

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that this shall not be construed to permit any portion of a Lot to encroach upon another lot. No building shall be closer than 10 feet to side of Lot.

- E. It is the responsibility of the individual Lot owners to prevent development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on the Lot which would tend to decrease the beauty of the specific area or neighborhood as a whole.
- F. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any area of the property. No refuse pile or unsightly objects are allowed on any area of the property. This provision shall not apply to the Developers during the sales and development period. The sales period extends until the last Lot is sold.
- G. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, and other household pets provided they are not kept, bred or maintained for commercial purposes.
- H. 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 undersigned.
- I. One outside metal storage building containing not more than 300 square feet is allowed. The Developers must approve the design, color and composition.
- J. Mailboxes must be standard U.S. Postal Service size. Color, size, design, lettering and posts must be approved by the Developers.
- K. All yards shall be grassed or sodded on the front except (1) where there are landscaping shrubs and/or bark islands and (2) where any utility easement crosses the front property line; this area may be seeded and hayed. Any disturbed from the front setback line to the rear of the Lot shall be seeded and restored to its natural condition. No Lot shall be further subdivided.
- L. Each Lot must have a concrete driveway and provisions for at least two (2) off street parking spaces.
- M. Each Lot must have a concrete sidewalk from the driveway to the front steps of the residential unit.

## **II. HOUSING RESTRICTIONS**

- A. Each main structure of a residential unit, exclusive of open porches, and garages must contain at least 1084 feet of interior living space and be at least a "double wide" unit that is of an acceptable design, color and composition. Developers reserve the right to accept or deny any unit based on Developers sole discretion.
- B. No more than a single-family unit shall occupy any dwelling house. A family unit shall be related by blood or marriage.
- C. Housing units may be either manufactured or site built homes. The color, design and composition of which must be approved by the Developers. Only new housing units are allowed.
- D. Outside air conditioning units may not be located in the front yard, only on the side or rear as required and shall be landscape screened.
- E. No plumbing or heat vent shall be placed on the front of the house, only on the side or rear as required. All utility meters shall be located on the side or rear of the housing unit.

- F. All manufactured homes must be underpinned with brick, painted block or masonry materials. Other materials may be used with approval of the Developers.
- G. Roofing must be of asphalt material.
- H. Each unit must have a front porch measuring at least 6 feet by 6 feet.
- I. Each unit must have an attached rear deck measuring at least 8 feet by 10 feet.
- J. A floor plan and housing placement plan must be submitted to the Developers for approval before delivery and setup of the unit.

### **III. GENERAL REQUIREMENTS**

- A. No fence, wall, hedge, or shrub planting which obstructs sight lines of roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended.
- B. No sign of any kind shall be displayed to the Public view on any Lot except one sign of not more than six (6) square feet advertising property for sale or rent, or sign used by a builder to advertise the property during construction and sales period.
- C. During construction, all vehicles including those delivering supplies, must enter the building Lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, yards, street paving and curbs.
- D. During construction, all owners must keep the homes, garages, carports and building site clean. The owner must remove all building debris from each building Lot as often as necessary to keep the house and Lot attractive. Such debris will not be dumped in any area of the subdivision.
- E. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and be completed within 3 months.
- F. Fences will be allowed in the rear yard of the Lot. Vinyl clad cyclone fencing is the preferred fencing type. The Developers must approve fencing.
- G. No clothesline or other apparatus for the purpose of hanging clothes or laundry may be placed in a location that is visible from any street in the subdivision.
- H. Satellite dishes of up to 18" are allowed and shall be located to the side or rear of the house.

### **IV. DEVELOPMENT REVIEW COMMITTEE**

- A. These restrictions shall provide for a Development Review Committee. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the 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 this covenant. The Developers in their sole discretion may modify or change any of the restrictions and covenants. Approval of any submitted unit plans for any Lot shall not be unreasonably withheld as long as the plans do not adversely affect the character of the subdivision.

- B. The development Review Committee shall be composed of members of the Holland Family Partnership, L.L.P., or their representatives.

#### **IV. OTHER**

- A. 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 unenforceable all remaining covenants and restrictions set forth herein shall remain in full force and effect.
- B. The undersigned, and only the undersigned, may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent and which do not lower the standards of the covenants and restrictions set forth herein.
- C. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any 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 in said subdivision: (a) to prosecute proceeding at law for the recovery of damage against the person or persons 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 contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by the law.
- D. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Lot within the described subdivision and are intended to create (1) mutual, equitable servitude upon each Lot within the subdivision; (2) reciprocal rights between their respective heirs, executor, administrators and assigns. (3) No covenant or restriction is intended to conflict with any state, county or city law or ordinance.
- E. It is expressly understood and agreed that after a period of five (5) years from the date of recording of these protective covenants that owners of Fifty Percent (50%) or more of the Lots in the subdivision may, upon written notification to the remaining Lot owners modify, change, delete or abolish said protective covenants. Notice shall be given by sending notice thereof by certified mail to the address of the owner of each Lot in the subdivision.
- F. Notwithstanding anything to the contrary within, the Developers or their assigns, shall be permitted to construct and maintain a structure or Model Home for the purpose of sales and Real Estate marketing.

G. It is understood that and agreed that the conditions, limitations and restrictions, set forth herein shall attach to and run with the land for a period of 35 years from the date of recording of these protective covenants at which time said restrictions and limitations shall be automatically extended for successive five (5) year periods. However, these extensions shall not affect the rights of owners of Fifty Percent (50%) or more of the Lots to change, alter, delete or abolish these restrictive covenants.

**HOLLAND FAMILY PARTNERSHIP, L.L.P.**

Sherman Holland  
By:

1/10/2000  
Date

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