


**DECLARATION OF PROTECTIVE COVENAN
FOR STILLMEADOW, SECTOR 2.**


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Shelby Cnty Judge of Probate, AL
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As recorded in *Map Book 28* , *Page 48* , in the Probate Office of
Shelby County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned, *Colin A. Pearson, and Diane E. Pearson*, (hereinafter referred to as "*Developers*"), are the owners of all real property in the survey of **Stillmeadow, Sector 2.**, (hereinafter referred to as the "*Subdivision*") , a plat of which is recorded in *Map Book 28, Page 48* , in the Probate Office of Shelby County, Alabama.

WHEREAS, *Developers* are desirous of establishing certain covenants and restrictions for the mutual benefit of each and every Estate in the said *Subdivision*, with the intention to create: (1) mutual, equitable servitude upon each such Estate: (2) reciprocal rights between and among the respective owners and future owners of each such Estate: (3) a privity of contract and estate between the grantees of any and all such Estates, their respective heirs, executors, administrators, successors and assigns.

NOW THEREFORE, the *Developers*, do hereby proclaim, publish and declare that the real property in the said *Subdivision* shall be held, sold, transferred, conveyed, occupied, and improved, mortgaged or otherwise encumbered subject to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in any part of the *Subdivision*:

ARTICLE 1: EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1. Each and every Estate in the *Subdivision* shall be used for single family detached residential purposes, and for no other use or purpose.
2. No structure shall be erected, placed, altered or permitted to remain on any Estate other than a single family dwelling not to exceed two and one half stories, and a single outbuilding with roof and exterior finish matching the dwelling .
3. Each main structure of a residential building, excluding porches garages and basements, shall meet the following size restrictions: One story houses shall have a minimum of 2200 square feet of living area: One-and-one-half story houses shall have not less than 1600 square feet on the first floor, and not less than 600 square feet in the half story: Two story houses shall have not less than 1200 square feet on each floor with an additional 400 square foot wing at ground level.
4. No mobile homes will be permitted.
5. No structure of a temporary character, or trailer, basement, tent, or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the building is complete.

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6. No lot, once recorded, shall be further subdivided, or reduced in size.
7. No lot shall be cultivated for crops of any sort, except for kitchen gardens, of a reasonable size, which must be located at the rear of the dwelling.
8. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted on any Estate.
9. No tower or other structure for the placement or support of microwave or other frequency transmitters or receivers, or for the transmission of high-voltage electricity, shall be erected, maintained or permitted on any Estate.
10. No dwelling shall be erected on any Estate, the front line of which (meaning the front line of porches or any projection, not counting steps), shall be nearer the road on which said Estate faces than is shown on the recorded map of the *Subdivision*. No dwelling shall be erected on any Estate, the sideline of which (meaning the sideline of porches or any projection, not counting steps), shall be nearer the sideline of said Estate than 35 feet.
11. No outbuildings shall be erected on any Estate any part of which shall be nearer to the side boundary of said Estate than 50 feet.
12. Except for areas cleared for dwellings, driveways, front and rear yards, gardens and swimming pools, every effort shall be made to preserve the trees on each estate.
13. No fences, walls or hedges shall be erected in front of the front line of the residence constructed on any Estate. Any fences, walls or hedges are to be approved in writing by the *Developers*.
14. It shall be the responsibility of each Estate owner to prevent any unclean, unsightly, unkempt conditions of buildings or grounds, which tend to decrease the beauty and value of the Estate and the neighborhood as a whole.
15. Streetlights shall be placed on power poles at lot corners. The cost for operating these lights shall be shared by the adjacent Estates.

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ARTICLE 2: GENERAL REQUIREMENTS.

1. No refuse pile or any unsightly objects shall be placed or allowed to remain on any Estate, including vacant parcels. *This provision shall not apply to the Developers or their assigns during the Sales and Development period, which period shall extend until the last lot is sold by the undersigned. The Developers shall be allowed an Information Trailer during the Development period.*
2. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Estate. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units.
3. No noxious or offensive trade or activity shall be carried on upon any Estate, nor shall anything be done thereon which may be or become a nuisance or an annoyance to the neighborhood. Dogs shall not be allowed to bark incessantly.
4. There shall be no riding of off-the-road vehicles on the Estates, right-of-way, or pavement in the *Subdivision*.
5. All Recreational Vehicles, Vans, Boats, Trailers, Motor Homes, Tractors, Implements, automobiles, inoperable vehicles and similar property shall be kept garaged and out of sight .
6. There shall be no placement of permanent obstructions such as brick mailboxes on the right of way.
7. Mailboxes shall be uniform in nature and approved by the *Developers*. Such mailboxes shall be purchased from the *Developers'* approved supplier.
8. Driveways and parking areas shall be paved with asphalt or concrete.
9. No horses, sheep, cows, goats, pigs, or fowls will be allowed. No dog kennels for the purpose of raising or breeding dogs will be allowed. Dogs, cats, or other household pets may be kept provided that they are not kept or maintained for any commercial purpose. Household pets shall be restricted to fenced backyards or leashes.
10. No lines for the purpose of hanging clothes, wash or laundry shall be installed, nor shall there be the hanging of clothes, wash or laundry on any Estate.
11. No sign of any kind shall be displayed on any Estate; except one professional sign of not more than two (2) square feet, or one sign of not more than six (6) square feet, advertising the Estate for sale or rent, or signs used by a builder to advertise the Estate during the construction of the residence. *These provisions shall not apply to Developers or their assigns during the Sales and Development period.*
12. The owner of each Estate agrees that, prior to the completion of the *Sales and Development period*, such owner will not, without prior written consent of the *Developers*, support or consent to any annexation, attempt to annex, or attempt to incorporate any part of the *Subdivision* into a municipal corporation.

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ARTICLE 3. CONSTRUCTION

1. No construction on any Estate shall be permitted or commenced until such time as the Estate owner shall have paid all impact fees, and building permit costs.
2. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously, and must be completed within nine (9) months, and must be inspected and approved by the Inspection Services Department of Shelby County, Alabama.
3. All builders shall be required to place sufficient gravel on driveways, on areas used by delivery trucks, to erect silt fencing to prevent mud and dirt from getting on any roadway, and employ *Best Management Practices* for erosion control. Builders and Estate owners shall be responsible for compliance with the NPDES General Permit ALG610000-Construction & Land Disturbance Authorization ALR105084 for the *Subdivision*. Any fines resulting from their failure to comply with the provisions of this permit on the Estate or adjacent right-of-way shall be paid by the owner of the Estate or the owner's builder.
4. Portable toilets are the responsibility of the Estate owner or owner's builder, who shall require all employees and subcontractors to utilize the same.
5. During construction, the builder of each residence or outbuilding, must keep the residence, garage, outbuilding and building site clean. All construction debris, stumps, trees, and similar material must be removed from each site as often as necessary to keep the Estate attractive. Such debris shall not be dumped in any area of the *Subdivision* nor buried on any Estate.
6. Each and every Estate owner and future Estate owner, in accepting a deed or contract for any Estate subject to these covenants, agrees to indemnify *Developers* for any damage caused by such owner, or the contractors, agent or employees of such owner, to roads, streets walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, or other utilities.
7. All septic tanks together with adequate field lines must be approved by, and be completely acceptable to the Shelby County Health Department. Construction shall not begin until such approval has been granted. No septic tank or field line shall be constructed within ten (10) feet of an adjoining property line. No sewer or drainage line shall empty onto, or become a nuisance to, the adjoining property.



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ARTICLE 4: PLANS

1. No structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Estate, nor shall any existing structure be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications thereof shall have been submitted to, and approved by, the *Developers*.
2. Two sets of plans for each residence or other structure proposed for construction on any estate shall be submitted to the *Developers* at least ten (10) days prior to the beginning of construction. Such plans shall include: 1.) The site plan showing the proposed setbacks of all structures on the Estate, 2.) The location with respect to structures on adjoining properties, 3.) The drainage plan, including location of silt fences, hay bales, riprap, and other sediment containment measures, 4.) The on-site sewage disposal plan, and 5.) The exterior materials, colors and style of architecture.
3. Upon approval by the *Developers* of any plans and specifications submitted hereunder, a copy of such plans and specifications as approved and a signed Letter of Approval, shall be deposited with the *Developers*, and a copy of such plans and specifications and Letter of Approval, shall be returned to the applicant.
4. If the *Developers* do not approve any plans and specifications submitted hereunder, or approve the same only upon specified conditions, such disapproval shall be in writing. The *Developers* shall, if requested, make reasonable efforts to assist the applicant so that an acceptable proposal can be prepared.
5. Failure to obtain *Developer's* approval of all plans and specifications shall be subject to injunctive relief as well as recovery of damages.
6. If the *Developers* determine that any improvement was not constructed in substantial compliance with the approved plans and specifications for the same the *Developers* may remedy or remove the improvement and all costs incurred in connection therewith shall be charged to the owner of such Estate.
7. Neither the *Developers* nor any architect or agent or employee thereof, shall be responsible in any way for failure of structures to comply with these covenants and restrictions, or for any defects in any plans and 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. This includes measures taken to comply with the NPDES permit. It is specifically understood and agreed that any approval given by the *Developers* as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the *Developers* of the structural integrity or soundness of any structure to be erected on any Estate in the *Subdivision*.

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ARTICLE 5: APPLICATION OF COVENANTS

1. The *Developers*, their successors and assigns reserve the right to transfer all the rights, reservations and restrictions herein set forth, and the right to modify, release, amend, void or grant a variance to any one or more of the restrictions.
2. Each and every covenant and restriction contained herein shall be considered an independent and separate covenant and agreement, and if any one or more of said covenants and restrictions be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
3. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of 25 years from July 25, 1999, at the end of which time said conditions, limitations, and restrictions shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the Estates, it is agreed to change said conditions, limitations and restrictions in whole or in part.
4. The *Developers* shall have the right to construe and interpret the provisions of this declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, their construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.
5. The failure of any party entitled to enforce these restrictions shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

IN WITNESS WHEREOF, the undersigned *Developers*, *Colin A. Pearson and Diane E. Pearson*, have hereunto set their hand and seal this 15TH day of April, 2001.

Colin A. Pearson

Colin A. Pearson

Diane E. Pearson

Diane E. Pearson

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Colin A. Pearson and Diane E. Pearson whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily.

Given under my hand and seal this the 16th day of April, 2001.

Diane B. Smith

NOTARY PUBLIC

My Commission expires: 9-15-01


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